

1322 KENTWOOD EDUCATION ASSOCIATION

and

BOARD OF EDUCATION  
KENTWOOD PUBLIC SCHOOLS

12/10/69  
A69  
Thomas V. La Cicero  
FF  
K  
158

FINDINGS AND RECOMMENDATIONS  
OF FACT-FINDER

Michigan State University  
INDUSTRIAL  
RELATIONS LIBRARY

The undersigned was appointed fact-finder by the Michigan Employment Relations Commission on October 30, 1969, and by agreement of both parties, testimony was taken on November 21, 1969. An unusually well-prepared presentation was made by both counsel for the Board and the Union, and it may be interesting to note that an audience was present in substantial numbers throughout the hearing, indicating great interest in the proceeding.

There were five unresolved issues. They will be taken up in the order presented.

1. Number of Work-Days

Last year's contract provided for a school year of 192 days, consisting of:

180 Instruction days (including 1/2 day inservice)  
4 Paid vacation days  
5 Inservice days  
3 Curriculum Study days  
Total -- 192 Contract days  
(Note 2 - page 13 - contract)

No disagreement exists on the necessity of providing 180 Instruction days. However, the School Board contends they must be full days of instruction, while the Association contends they do not have to be full days.

I strongly believe that where finances permit, the Board is morally, by past practice and to provide adequate teaching time, obligated to establish a school year of 180 full days of instruction. The statement of policy enunciated August 15, 1969 by the Superintendent of Public Instruction, as reviewed by the Attorney General's Office and adopted by the State Board of Education clearing is to that effect. The Supreme Court, in its recent decision reversing Wayne Circuit Court Charles Kaufman's holding that the law required 180 full days of instruction, held that the determination of the length of the school day was to be made by the local school board. However, the guidelines resulting from an analysis of the statutes, administrative rules, and past practice, together with a review of the purpose of the minimum requirement lead to the inevitable conclusion that the school board, in exercising its statutory discretion, should, when its financial resources permit, establish a school year of 180 full days of actual instruction. Only when its finances do not permit a full day instruction term can the board schedule less than full days.

Kentwood Public Schools, Board of Education

Assuming that a school board had unlimited financial resources, should that board schedule less than full-day instructions on each of the 180 days? If half-days were provided under such condition, should teachers be paid on a half-time basis? The conclusion is inescapable that where possible full day instruction is what should be provided to children; and when so provided, teachers should be paid on a full-time basis.

In addition to the basic instructional 180 days, a certain minimum number of work days are required for non-instructional "preparatory" purposes. These include:

- a. Time to inaugurate the teaching year.
- b. Time to "close the books" at the end of the teaching year.
- c. Time for conferences directly associated with the work of teaching, such as: with parents and between the teachers themselves.

The allocation of these functions into days of work can be easily adjusted by the parties themselves. What must be determined basically is how many days, over 180 instructional days, will meet these needs. A review of Exhibits A and 14 establishes that other districts in the County can fulfill these functions in six days. It further appears that in its proposal of September 22, 1969, the association itself proposes a school year of 186 days.

#### Recommendation

In keeping with the findings set forth above, it is my judgment and recommendation that a school year consisting of 180 full-days of instruction and 6 non-instruction days of work be agreed upon; and that the six days be apportioned among the non-instructional needs as the parties can best judge by past practice.

#### 2. Salaries

By September 23, 1969, the Association had made three salary proposals with the following minimum and maximum rates.

- a. June 12, 1969: (Exhibit 2)
  - B. A. \$6,900.00 to \$10,900.00
  - M.A. 7,600.00 to 12,000.00
  - M.A + 30 8,000.00 to 12,400.00

- b. August 1, 1969: (Exhibit 3)
  - Same as above

At this time, the Union's own memorandum (Exhibit 4) indicates this proposal to be one of the remaining issues, for attached to it is "Proposal I" which is identical to that of June 12, 1969.

- c. September 23, 1969: (Exhibit 6)
  - Same as above

This exhibit compares the rates agreed upon in various districts (as of that date) and shows "Our Proposal" to be the same as those of June 12, 1969 and August 1, 1969.

At this point, the difference in total cost between the salary proposals of the two parties was about \$16,376.00. In an effort to obtain final agreement, the Board decided to split the difference and, through the mediator, submitted its proposal of October 1, 1969, as follows: (Exhibit 8)

- B.A.	\$7,000.00	to	\$10,900.00
- M.A.	7,700.00	to	11,700.00
- MA + 30	8,100.00	to	12,100.00

at an increase in cost of \$8,792.00, over its previous offer of September 22, 1969.

However, the Association did not accept the Board's compromise offer and now proposed a new schedule of salaries, as follows: (Exhibit 9)

- B.A.	\$7,000.00	to	\$11,000.00
- M.A.	7,600.00	to	12,000.00
- MA + 30	8,000.00	to	12,400.00

which would cost almost \$30,000.00 more than its previous proposal. As a consequence the Board withdrew its "compromise offer", and reverted to its proposal of September 22, 1969.

The Board charges that the Union is "regressive" in its attitude, in that it reneged on the proposal made on three difference occasions, and feels that its only proposal on the table at this time is that made on September 22, 1969, (Exhibit 7) which may be summarized, as follows:

- B.A.	\$7,000.00	to	\$10,750.00
- M.A.	7,700.00	to	11,650.00
- MA + 30	8,100.00	to	12,050.00

The Association, in turn, says that it had to revise its position of September 23, 1969 because it had to maintain its relative position in the county as it was in 1967-68; that it is not fair to compare the 1969-70 proposed salaries to 1968-69, but must go back to the prior year (1967-68) to measure its salary progress; that it did not abandon its claim to the summer school program (Program D) and that the statement in the KEA CounterProposal #9 on September 22, 1969 (Exhibit 5) to the effect that Schedule D (being the Summer program) should be deleted, did not amount to any abandonment of that program for immediately below that statement they also provided for a one-year phase out of Schedule D during the summer of 1970. The Association asserts that the teachers "had reviewed the establishment of the summer program as a four-year commitment", but quickly disclaims that any binding agreement was made in 1968; only that this was the "impression" of the teachers, and that those who had applied for it - some 80 teachers - were now disappointed in not being able to enjoy its benefits.

There is no doubt in my mind, based upon the testimony given at the hearing, that the Association found itself in a tight spot in October, 1969, after it became clear that no summer program was going to be available in the summer of 1970 and that the increased salary demands made in its final proposal (Exhibit 9) was made to assuage the feelings of those teachers who had hoped (and perhaps expected) to earn extra money in the summer of 1970.

However, I heard no testimony that the proposition submitted to the electoral for a millage increase on two occasions, (June, 1969 and July, 1969) was not made in good faith with a hope and desire by both parties that they would be authorized to continue the summer program.

That the millage proposal on this specific question was rejected by the public cannot be blamed on either party. In my judgment, this problem should not be tied into the question of adequate salaries.

Both parties very meticulously and elaborately analyzed and compared their salary proposals from every conceivable angle. To review these analyses would serve no constructive purpose. The fact remains that the Association's position is set forth in Exhibit 9 while the Board's position is set forth in Exhibit 7.

I am a firm believer that in collective bargaining neither party should, in good faith, withdraw a proposal once made in order to gain a stronger foothold in its bargaining position. The Board seems to contend that because it made its proposal of October 1, 1969, through the mediator, that it never in fact made it officially and should not be held to it now. I don't agree with this contention simply because it was made, and considered by the Union. If the Board did not want to be held responsible for its proposal, it should have so instructed the mediator, who would then have guided himself accordingly and would not have submitted it as the Board's proposal, but as his own. This approach is used many times effectively. But from what I could gather, the Association was asked to accept the proposal as the Board's compromise offer and it is only fair that this proposal be kept on the table.

Similarly, I do not find it reasonable or fair that the Association should in effect increase its demands during negotiations because it was succeeding in gaining certain other benefits. The claim that it must maintain its position among the other school districts in the county is not supported by the evidence presented to me. Exhibits P, Q and R, being salary reports prepared by and submitted by the Michigan Education Association Western Center for the years 1967-68, 1968-69 and 1969-70, respectively, were used by me as a common base for all three years to check the ranking of the Kentwood district in the County during these years. I find the following results:

	Min.	F.A.	Max.	Min.	M.A.	Max.
	4th	highest	7th	3rd	highest	8th
1967-68						
1968-69	5th		11th	5th		11th
1969-70						
(Union-9/23/69)	6th		4th	6th		1st
(Board-10/1/69)	6th		4th	4th		6th
<u>Ranking</u>						

The foregoing summary simply shows that for B.A. salaries in 1967-68, Kentwood had the 4th highest salary at the minimum and 7th highest at the maximum; while for M.A. salaries, it had the 3rd highest in the County at the minimum and 8th highest at the maximum; in 1968-69, Kentwood salaries for B.A. ranked 5th at the minimum and 11th at the maximum, while for M.A. salaries, it ranked 5th highest at the minimum and 11th highest at the maximum.

Similarly, the Union's 9/23/69 salary proposal would rank Kentwood B.A. salaries 6th at the minimum and 4th at the maximum, while M.A. salaries would rank 6th at the minimum but first at the maximum.

While minimum B.A. salaries lost rank, 4th, 5th and 6th respectively in 1967-68, 1968-69 and 1969-70, maximum rates lost rank: from 7th highest to 11th in 1967-68 but gained rank from 11th to 4th position under both union and board proposals.

Furthermore, while minimum M.A. salaries ranked 3rd highest in 1967-68 and fell to 5th highest in 1968-69, it loses further to 6th place under the Union's proposal, but rises to 4th place under the Board's proposal in 1969-70.

Very significant changes in rank occur for M.A. Salaries at the maximum. In 1969-68, the maximum rate ranked 8th highest in the county but fell to 11th in 1968-69. In 1969-70, the Union's proposal would make the maximum the highest in the County, while the Board's proposal would rank 6th highest. This is eight ranks higher than 1968-69 and still two ranks higher than 1967-68. I submit that the significant advances made at the maximums are much more important to a greater number of teachers than the loss in rank at the minimums. I must conclude, therefore, that the Board's October 1st proposal would maintain and actually improve the ranking of salaries both for B.A. and M.A. positions at the maximums.

#### Percentage Increase

Both parties also presented a substantial amount of evidence relating to the percentage of increase involved in their respective proposals. Although I am not of the opinion that rates should be established by percentages alone, it is interesting to review some of these figures. In doing so, however, I have used my own methods rather than those suggested by the parties.

In Exhibit O, (Region 9 Salary Schedule Analysis) is set forth data relative to percentage gains in the various school districts. That information, limited to Kent County, for example, shows a 42.98% increase in the B.A. maximum rate over that rate in 1968-69 at Comstock Park. Yet that maximum, after such a terrific increase, is still only \$10,523.00 compared to \$10,900.00 in Kentwood after a 12.05% increase over the previous year under the Board's proposal of October 1, 1969. In the same district, the increase in the B.A. minimum rate was only 7.81% as against Kentwood's increase of 9.38%. Similarly, Comstock's M.A. maximum rate is increased 13.45% over last year, but the rate itself is only \$11,385.00 while Kentwood's proposed rate is \$11,700.00 after an increase of 10.99%.

Again in Comstock Park, in spite of the 42.98% increase to its B.A. maximum, and the increase of 13.45% in M.A. maximum, its M.A. minimum was increased only 5.37% as against Kentwood's increase of 9.38%.

Byron Center shows an increase in the B.A. maximum rate of 11.11% to \$10,500.00, but Kentwood shows a rate of \$10,900.00 after an increase of 12.05%; and that districts M.A. maximum is \$11,385.00 for an increase of 13.24% while Kentwood's rate is \$11,700.00 after an increase of 10.99%.

The same exhibit indicates that Northview district gave an increase of 23.78% to its B.A. maximum, making it \$10,695.00 (as against Kentwood's rate of \$10,900.00 after an increase of 12.05%); it gave only 7.81% increase at the B.A. minimum reaching \$6,900.00 (as against Kentwood's proposed rate of \$7,000.00 after a 9.38% increase); and while Northview gave a 15.88% increase to its M.A. maximum for \$11,914.00, (as against Kentwood's \$11,700.00 after a 10.99% increase), Northview only gave a 7.25% increase at the M.A. minimum making it \$7,400.00 (while Kentwood's minimum is \$7,700.00 after an increase of 9.37%).

Grandville gave an increase of 11.79% increase to its M.A. maximum rate, making it \$12,054.00, but increased its minimum only 4.79% to \$7,665.00, as against Kentwood's M.A. minimum of \$7,700.00 after an increase of 9.37%.

In citing these figures, I wish only to point out that percentages may be very misleading and must be carefully analyzed before making a judgment of relative values.

It is my judgment that the Board's proposal of October 1, 1969 is very fair and progressive for Kentwood. The increases are very commensurate with its position in the County in which it must compete and the amount of increases are also in keeping with the cost of living plus a reasonable amount for increase in the standard of living in that community. A review of its increases in percentages shows 9.38%, at the B.A. minimum and 12.05% at the maximum; it shows 9.37% at the M.A. minimum and 10.99% at the maximum; yet the percentages of increase over its 1968-69 rates are even higher in practically all of the in-between steps (Exhibit 10).

#### Recommendations:

Under the foregoing facts, the conclusion is inescapable that the Board's October 1, 1969 proposal is recommended by me for acceptance by the Association. The teachers are treated very fairly under its terms and they need not fear that they are losing position or ranking in the County, nor that they may be getting a lesser increase as compared with the bulk of other districts, not only in the county, but in the state as well. Only 4 other districts in the county have higher B.A. rates, at either the minimums or maximums; only one other district has a higher M.A. minimum while 7 other districts are higher at the maximum.

#### Longevity for M.A. and M.A. + 30

An issue somewhat related to salaries is that pertaining to longevity. Simply stated, it is whether the second increment of longevity should be at the 19th step or at the 20th step.

Both parties agree on the amount per year to be paid at the 15th step, \$100.00 per year, or \$400.00; but disagree as to whether the next payment shall be at the 19th step, as proposed by the Association, or the 20th step, as proposed by the Board.

Very little testimony was given on this issue. No provision for any longevity payments was in effect under the prior contract.

However, a study of Exhibit 13, which summarizes the accumulation of salaries through 12 and 15 years of employment for B.A., M.A. and M.A. + 30 schedules reveals that among the school districts in Kent County, the teachers at Kentwood would rank 9th from the top at the 12th year and 10th from the top at the 15th year, out of a total of 17 districts. This leads me to believe that further progress should be made in remuneration at the higher levels for long-term teachers in order to maintain and possibly advance their ranking in the County.

#### Recommendation

It is my recommendation that the second longevity step should be given in the 19th year.

#### Retroactivity

Where the negotiating parties make a good faith effort to complete a contract, all changes in the contract should be made effective retroactively to the first day of the contract year. Apparently both sides agree with this conclusion. However, the Board believes retroactivity should be only on salary changes, but not on other changes, especially relating to insurance.

Its refusal to accept retroactivity on insurance undoubtedly is based on the fact that the payment of insurance premiums to the insurance company for a period of time already passed would benefit only the insurance company.

But the testimony indicates that the insurance has been kept in force and the premiums have been paid by the board and the teachers. This indicates to me that had the increase agreed upon been in effect beginning with the school year, the board would have paid a greater share than the teachers. If so, then the Board should reimburse the teachers for the amount of increase paid by them in the meantime. I appreciate that a bookkeeping problem results but the reimbursement doesn't have to be made immediately. It can wait until the office staff has had sufficient time to check the amounts without pressing itself.

#### Recommendation

I recommend that retroactivity be granted on all items of salary, insurance and others which means some benefit to the teacher.

#### Terms of Contract

The last issue relates to the length of the contract. The Board proposes a term of three years, but the Association believes it is not yet ready for a multi-year contract.

I believe that contracts in the public sector must follow the experience gained in the private sector on this issue. Contracts in the private field were negotiated annually until the parties found that negotiations had to begin on next year's contract almost before this year's contract was finalized. Furthermore, we found that employers were at a loss to plan for the following year because of the changes which might result from a new contract. Thus, the practice arose, now almost universal, to have contracts run for three years.

It is my belief that the same practice will result in the public sector. As a matter of fact, six out of the 18 or 19 districts in Kent County already have multi-year contracts (Exhibit 16).

Of course, in negotiating a contract for more than one year, provision must be made for reasonable increases after the first year and a serious attempt must be made to anticipate these increases.

The Board has suggested a three year contract without a re-opening under which the 1969-70 beginning salary would be increased \$100.00 plus the percentage cost-of-living increase the second year of the contract; and a similar increase the third year of the proposed term. The maximum increase under the cost-of-living index would be limited to six (6) per cent each year, but if not all used the second year, the unused portion would be carried over to the third year.

I believe this proposal to be basically fair and reasonable. However, I find that the percentage of increase at the higher steps would be less than at the lower steps. For example, using the B.A. range of \$7,000.00 at the minimum the formula would make the new minimum in the second year \$7,100.00 plus six (6) per cent maximum cost-of-living; and if the full six (6) per cent were allowed, the new minimum would equal \$7,100.00 plus six (6) per cent of \$7,000.00; or \$7,520.00. This is an increase of 7.43 per cent. However, the B.A. maximum of \$10,900.00 would be increased \$100.00 or to \$11,000.00 plus six (6) per cent of \$7,000.00 or another \$420.00 for a maximum of \$11,420.00. This equals an increase of 4.77 per cent. Obviously, the teachers at the higher steps would thereby be discriminated against.

It seems a fair approach would be to increase all steps by the cost-of-living increase, with a maximum of six (6) per cent, plus \$100.00 on all steps, but with a minimum increase of \$300.00 at each step (not counting annual increments). This could be applied the second year and again the third year and would constitute a minimum increase of \$300.00 at each step each year, if there were no cost-of-living increase and a maximum increase of \$520.00 at the B.A. minimum and of \$754.00 at its maximum; while the maximum increase for M.A. minimum would be \$562.00 and \$802.00 at the M.A. maximum.

In this manner, I feel the school board ranking in the County would be maintained.

Recommendation

I therefore recommend the adoption of a three year contract term with increases on the basis above outlined, and with no reopenings.

Conclusion

I wish to thank each of the participants in this matter for the privilege extended to me to act as fact-finder with the hope that my recommendations may serve as some help in reaching mutual agreement.

Sincerely yours,

Thomas V. LoCicero  
December 10, 1969