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STATE OF MICHIGAN
DEPARTMENT OF LABOR
LABOR MEDIATION BOARD

In the Matter of
LINCOLN PARK BOARD OF EDUCATION

-and-

LINCOLN PARK EDUCATION ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

On August 30, 1968 the undersigned, LEON J. HERMAN, was appointed by the Labor Mediation Board as its Hearing Officer and Agent to conduct a fact finding hearing relative 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 Board's regulations. Accordingly, and upon due notice, hearings were scheduled and held September 3, 4, 5, 8, 9 and 12, 1968 at the offices of the Board of Education, Lincoln Park, Michigan.

Richard G. James, attorney; Edward Welsh, Principal; Raymond B. Fetchiet, Assistant Principal and Bernard Miller, Jr., Business Manager, represented the Board.

Richard W. Croll, MEA Urban Representative; Jim Tuohet, MEA; Al Gaiss, Executive Secretary, LPEA; William Kersul, LPEA; Beverly Grevengood, LPEA; George Alpervitz, President, LPEA; and Carl Armstrong, MEA, acted on behalf of the Association.

Lincoln Park Board of Education

At issue between the parties are a substantial number of matters which must be resolved before an agreement can be executed. There appears to have been an almost total failure of communication, and a lack of faith and mutual trust, which caused months of fruitless bargaining to culminate in a strike which is still in effect. The issues were argued severally and at length, and are discussed herein in the order of presentation and as numbered by the parties.

2H. The Association asks for the right to consult with the Board concerning tax and construction programs and as to major revisions in educational policy. It requests that the meetings for consultation not be open to the public, and that its capacity be advisory only.

The Board has refused to recognize the right of the Association to consult with it, and has refused the request.

I find as a fact, as the most serious deterrent to satisfactory relations between the parties and the failure to come to agreement at this time, that the Board refuses to meet with the representative of its employees and talk over matters which are of pressing and vital concern to both. Even in these negotiations it has been represented by able counsel and a well qualified negotiating team, but has given the team no authority except to deny and refuse. To mind this does not constitute good faith bargaining, as the term is understood today. The Board did not move from a fixed position until it was given a shock treatment

in the course of fact finding. The Association's present proposal should go a long way to enable the parties to understand each other and work with other. I recommend that the Board meet with the Association in closed session at least once a month, and that in such meetings each give due consideration to the suggestions of the other. It may well be that amicable negotiations for the next succeeding contract may emerge from a better understanding of the other's aims and purposes.

5C2. Eleluntary teachers now get 70 minutes for lunch. The Board has proposed that the lunch period be reduced to 65 minutes, so that in inclement weather the pupils have adequate supervision to get to their classes.

I find as a fact that most of the schools are small, and that in usual course five minutes is sufficient time for pupils to get to their classes. I recommend that the lunch hour remain as is.

5J. This relates to hours of seventh grade teachers, who are in both Junior High School and Elementary schools. There appears to be no basic disagreement, and the parties have agreed to work out the appropriate language between themselves.

7Nj. The Association demands that there be no reduction in music programs without its consent. The Board claims to itself

the right to determine the extent of the program. It suggests that some programs might have to be cut to save expense. It agrees that such courses as music and art are valuable to students, but it does not grant the Association the right to negotiate for the students, as it appears to be doing in this case.

I find as a fact, as pleaded by the Association, that music and art courses in this school system are minimal, and believe, as an individual and a parent, that they should be expanded. But I also find that the right to determine the extent and character of the curriculum is a matter for the Board's sole determination. It provides the money to pay for the program, and it must be permitted to determine the manner in which its money is distributed.

9A. It has been the practice for a committee composed of administration and Association members to screen prospects for promotion. The Board asks that deputy and assistant superintendents and its business manager be exempted from the screening process. It does not ask for exclusion of principals from screening. The Association has agreed that the superintendent be excluded from screening.

I recommend that central office people responsible directly to the Board, such as those named above, be exempt from the screening of the committee. I further recommend that the committee, which is advisory only, be composed of three members appointed by the Board and two members appointed by the Association.

9C. The Board has requested the right to approve members of the evaluation committees. The Association has raised no serious objection to this request, and it is therefore recommended.

9G. The Association proposes that the evaluation committee recommend three candidates for an open position, rated as to preference. If the superintendent or the Board rejects all three, the opening is to be reposted and a new list submitted.

There appears to be no disagreement as to this procedure, and it is therefore recommended.

13. The Board's policy is opposed to teachers attending conferences outside the state. The Association asks the right of teachers to attend such conferences anywhere in the United States.

I find that this request could entail substantial expense. I recommend that the Board's present policy stand, except that the Board upon due application may permit exceptions to the rule in what it deems a proper case.

14A. Sabbatical leaves are presently granted for purposes of study only. The Association asks that they be extended to travel as well.

The purpose of sabbatical leave is to improve the teacher's capacities in his particular field. Presumably in rare cases

travel would effect the same result. I recommend that sabbatical leaves be limited to study, and to such travel as is directly connected with the teacher's major; and further, that applications for sabbatical leave to travel must have the prior approval of the Board.

14F. It is presently required that a teacher taking sabbatical leave must return for a full year's work thereafter. The Board asks that this be extended to three years, to give it full benefit of the teacher's study.

In view of the fact that most, if not all of the contracts with teachers are for only one year, I think it would be unfair to compel a teacher to bind himself separately for more than that time.

16. A proposed article on academic freedom was discussed, amended and approved by both parties.

19B. The Association raised the issue of the Board's responsibility in developing a proper school atmosphere.

I propose that it is the province of the Board, directly and through its representatives, to establish policy, subject to the terms of the agreement between the parties.

21B. The Association proposed that any teacher assigned or

transferred may resign without prejudice should he not wish to accept the assignment or transfer.

It is obvious that occasional reassignments or transfers may be necessitated during the school year, resulting from deaths, resignations, promotions or other factors. To tie the hands of the administration in such events would seriously hamper the effective operation of the schools.

I recommend that a teacher so assigned or transferred may resign at the end of the school year, but not before.

At issue also is the announced intent of the Board to dismiss about ten kindergarten teachers who for a considerable number of years have been working half days, unless they are willing to work full time, quit, or accept substitute pay.

It seems to me unfair to summarily dismiss a group of teachers who have satisfied the needs of the school for so long. There has been no showing that the kindergartens would operate more efficiently or economically with full time teachers, since the classes are on half day sessions. I recommend that no presently employed part time kindergarten be separated from the system.

28. The Association has proposed the creation of a professional study committee to meet regularly during the year, for the purpose of investigating and improving education in Lincoln Park. It would make recommendations to the Board.

The Board advised that it intends to hire a curriculum director with the rank of deputy superintendent of instruction.

I recommend that the Association form a Professional Study Committee, and that a regular schedule of meetings be arranged between the committee and the new curriculum director.

29C. The previous contract between the parties provides that the Board may meet with the Association to discuss pending grievances which have reached that level. The Association proposes that the Board shall meet with the Association for such purpose. In actual practice the Board has not met with the Association to discuss grievances, but has heard only the superintendent.

Certainly the intent of a grievance procedure is to permit both sides to air their complaints. I recommend that the Board meet with and hear the Association before determining grievances. Not only is this the fair and proper procedure, but it may aid in closing the communication gap between the parties.

An unnumbered issue concerned the Association's request that after mandatory retirement at age 65, a teacher may be permitted to continue in a substitute capacity, if qualified physically and mentally. The Board has refused this request without explanation.

I see no reason for the Board's position in this matter. Passing the age of 65 does not of itself render a teacher incapable of following his profession. In fact, it would seem advantageous

to be able to utilize the services of an experienced educator after his retirement from full time work. Should the Board feel he is mentally or physically incapacitated, it has the option of not calling him in for substitute work. I recommend that this request be granted.

30I. The Board has objected to the practice of some teachers in occasionally calling in that they would not come in because of illness, and later deciding that they feel better and coming in to work. In the meantime a substitute may have been called at additional expense.

The Association points out the possibility of clerical error, and also the teacher's desire to protect his sick leave. I do not think these objections are well taken, and I recommend that no teacher may come in to work on a day for which he has reported his intent to be absent.

2D. The last contract permitted the release of one person for one-half day every day to attend to Association business. The Association asks that the time be increased to one full time and two half time persons per day. It wishes the opportunity such extra release time would afford to attend such affairs as Kiwanis meetings and political activities, to influence public opinion on matters of millage and the like. It computes the extra cost at \$9500. The Board's estimate is \$14000 to \$15000.

At either cost I feel the money is better put to teacher salaries and school improvement. I recommend no change from the previous contract.

2L. The Association proposes that a 40 day bank be set up for designated Association members to attend functions of the MEA, the NEA or other recommended meetings. The Board has rejected the proposal in the past, and consequently the members have had to consume their own leave days. The cost is estimated at \$1100 to \$1200. As a compromise the Association will settle for 15 days costing \$390.00.

The Board presently pays for attendance at meetings which are intended to foster professional growth. It balks at paying for attendance at meetings which may be designed to instruct Association members in ways to attack or deal with the Board.

I believe that the Board is required to pay for meetings which will enhance professional growth and thus rebound to the benefit of the school system. Meetings for any other purpose are for the benefit of the Association, and it should bear its own burden. I recommend that the request be denied.

5G. Elementary school hours are 8:50 to 11:30 AM and 1:00 to 3:30 PM. The teachers get relief time four days a week, with recess duty the fifth day, except for kindergarten teachers, who get no relief time. The Association asks that teacher aides be hired to take over recess duties, and to permit each teacher two 15 minute uninterrupted relief periods per day. The Board countered that this would require 40 to 60 aides at an annual cost estimated to be \$128,000.

I cannot find that the Board has such a fund available for this

purpose, and recommend that no aides be hired. I do recommend that the Board make an intensive survey of its schedules, to the end where possible of giving teachers adequate relief time without incurring additional costs.

The Association also proposes that the Board establish physical education courses where they are lacking or insufficient, and that it add more music and art teachers. It is true that more physical education courses are badly needed. In some schools it is impossible because of the lack of gymnasiums. In any event the cost would be high, and in my opinion greater than the Board can presently finance. Additionally, the establishment of new or more courses is exclusively the province of the Board. It must decide whether it can provide the space and instructors, and inevitably the money. I recommend that the request be denied, as it is not pertinent to the agreement pending between the parties.

6B. The Board has hired some additional psychologists and social workers. It seeks more, but finds them hard to obtain. The Association asks that more psychologists and visiting teachers be hired.

This again is a matter for exclusive determination of the Board, and not a matter of collective bargaining. I recommend that the request be denied.

7A. The Association has asked that that class sizes be reduced from the maximums specified in the last contract to variable

maximums of 8 to 30, depending upon type of curriculum, with 40 maximum in music and physical education. It suggests even lower optimum maximums. During the last school year classes averaged 34 in the secondary schools and 30 to 35 in the elementary schools.

The Board agrees that a maximum of 30 students would be highly desirable and would tend to improve the instruction process. To effectuate such maximums, however, would require the hiring of 14 additional teachers at an annual outlay of \$119,000. In one school it would mean constructing four additional classrooms to handle the overflow.

I agree with the Board that a maximum of 30 students per class is a desirable aim. I further agree that it does not have the money to meet such a goal. I also feel that at this time any extra money available would be better devoted to improving the financial status of the teachers presently in the system. I therefore recommend that the request for further limitation of class size be deferred until such time as money and physical facilities become available.

The further proposal that each teacher be paid \$300 per year for each pupil over the proposed maximum should be rejected for the same reasons.

7D. The Association has requested that clerical help and office equipment be supplied the teaching staff to aid in the preparation of instructional materials. The Board estimates the

cost of such a program at about \$96,000.

For the reasons above stated, I do not recommend the hiring of clerical help for the instructors. It has been established, however, that typewriters are not available to them at all schools, and I recommend that typewriters be redistributed or purchased to meet the need.

7E2. The Association requests that the teachers be furnished with lockable closet space in all schools. It appears that the Board has provided for such space in its budgets of past years, but has not provided it.

Obviously the teachers, like employees in other establishments, require some secure place to store their outer clothing and personal belongsⁱⁿ while in the school. I recommend that the Board furnish lockable space or lockers sufficient for the needs of all its teachers.

7F. The Association asks that aides be employed to help in the cafeteria, safety patrol, inventory, milk money, lunch collection and the like. It estimates the cost at \$36,360. ✓

The Board presently employs some 20 lay people on lunch duty and in the library. To meet the teacher demand would, it believes, cost \$130,000 to \$150,000.

In the light of the Board's financial stringency, and for the reasons heretofore stated, I recommend that the Association's

request be denied. No reduction should be made in aides presently employed.

7G. The Association requests adequate and private lunch and faculty lounge rooms. These facilities are excellent in the newer buildings, but are inadequate or non-existent in the older structures. In some buildings there is no space available for this purpose. In some cases toilet and lavatory fixtures are antiquated and unsanitary.

I recommend that lunch and lounge space should be provided wherever space permits. Certainly wash room facilities should be modernized and made sanitary, and I recommend that this be done as soon as possible.

7H. The Association requests that adequate telephone facilities be made available to the teachers in each building. It is a fact that the switchboard is overburdened, and that the construction of the Board's office building does not lend itself to the installation of larger equipment. Nevertheless, the situation may be remedied by the installation of direct lines, under suitable safeguards against misuse, at no great annual cost. I recommend that this be done.

7J. The Association demands off street paved parking lots at four schools. It appears that the Board intends to pave two this year, and surface the other two with gravel until proposed paving next year. In the circumstances I believe a contractual provision to this effect would be superfluous.

7L. The teachers ask that older schools be upgraded physically for both teachers and pupils. The Board does not dispute the need. It has hired a supervisor of buildings and grounds, who is surveying the older schools with a view to recommending improvements. Apparently the Board is doing all it can in this direction. 7

7Na. The Association asks that vocal music classes be held to a maximum of 35 students, with a limit of 8 to 9 classes per day per teacher. The request seems reasonable, and insofar as it may be done without additional cost or personnel, is recommended.

7Nd. The Board is asked to guarantee the retention of all music courses in grades 1 through 6, with music made an elective in the 7th grade. The Association fears that a reduction in music classes would cut into the preparation time of academic teachers. The Board has refused the guarantee. 8

I recommend that there be no reduction in the present staff. Additional classes or more music teachers is within the Board's sole decision. As to making 7th grade music elective rather than compulsory (because of the tendency of boys' voices to crack about that time), it is referred to the Board for appropriate action, without recommendation.

7Nf. When a specialist teacher takes over a class the regular teacher is afforded 25 minutes free preparation time. This is 4

not the case in kindergarten, and the Association proposes that the Board hire teacher aides to give such relief time to the kindergarten teachers.

In view of the cost involved, I do not recommend the employment of teacher aides. I do recommend that the Board seek a way, if it finds it possible without incurring extra cost, to give the kindergarten teachers some relief time during the day.

7N1. Art teachers now teach as many as six and seven classes a day. They ask that their load be reduced to four classes, although they are willing to stretch the classes to 50 or 60 minutes, if it can be done without affecting the relief time of academic teachers, which the latter are loathe to surrender.

First and second grade teachers want music or art taught at their level so that they can get 125 minutes of relief time per week.

I recommend no change in the present teaching schedules, unless a way can be suggested to satisfy both the art and music teachers on the one hand and the academic teachers on the other. Thus far no one has been able to offer a satisfactory solution except to hire more music and art teachers, which at this time I cannot recommend because of the cost involved.

7Nk. It has been proposed that both music and art be made elective at the 7th grade. This is a matter for the Board's

consideration. I offer it without recommendation.

7Nn. The Association claims that librarians are overworked, and asks that clerks be provided to assist them. The Board announced that it is setting up a library processing center, with a clerk, to relieve the pressure at the libraries.

The Board's action should reduce the work load of the librarians, so no recommendation is made.

12A. It is asked that personal and sick leave days be increased from 12 to 15. The Board stated that too many teachers take their full leave time, and that the cost of leave days last year came to \$137,000.

I find as a fact that 12 days is low, and I recommend that the personal and sick leave allowance be increased to 14 days, provided that to obtain payment for leave days over twelve the teacher must satisfy the administration by medical certificate that he was actually ill.

12C. In cases of work oriented injury, the Board has been paying the injured teacher only for the leave day period, thus wiping out the leave day allowance. It asks payment up to one year's salary.

The Board has proposed to pay eighty per cent of salary , less workmens' compensation, without deduction of leave days. I think the offer is fair and recommend that it be accepted.

12D. The Board has approved the Association's request that teachers not be charged with loss of leave days if they incur mumps, scarlet fever and similar diseases.

14A and C. The Association requested full salary for three per cent of the staff for sabbatical leave. The Board estimates the additional cost, if paid at three fourths of salary for one year, at \$54,000.

I recommend that sabbatical leaves be limited to one per cent of the staff, and that the Board pay three fourths of regular salary, to be reduced by any grant to the teacher involved to not less than half salary; and that the maximum cost to the Board do not exceed \$27,000 in any year.

20B. The Board is requested to pay the full cost to the teacher of tuition, books, meals, lodging and travel for advanced study. The Board countered that it compensates the teacher by paying a higher salary to the teacher taking advanced courses, and refuses more, except in cases where the Board requests that the course be taken, in which case it will underwrite the expense.

I recommend no change in the present procedure.

25B. The Board has been asked to allow full credit for outside experience. The Board has agreed to do so. 12

25C. Compensation is requested at \$35 per semester hour for each hour earned at a North Central Teachers Education College 13

and \$17.50 for each hour earned at a non-accredited college.

If the Board agrees to extra columns in the salary index to accomplish a similar result, the request will be withdrawn.

The Board refused the request, but left open the question of extra columns.

No recommendation is made as to the payments nor as to the extra columns in the index. The parties are premonished that any payments contemplated by extra columns in the index must be contained within the salary package recommended later in this report.

25D. The Association has asked that a schedule of longevity pay be set up. It proposes as its latest suggestion an annual increment of \$100 at 13 years, \$150 at 16 years and \$200 at 19 years. It estimates the total for the coming year at \$19,200.

While I agree with the principle of longevity pay, I think it obvious that the Association proposal has been tailored to meet the seniority status of the teachers presently on the staff. It would seem better for long range purposes to provide the same amounts at 15, 20 and 25 years, and I so recommend. From the meagre figures available to me at this moment, I estimate the cost at less than \$7,000.

25G. Increased pay is asked for extra duty pay for coaches, driver education instructors, club sponsors and the like. They

have received no increases in two years. Since all are on a flat rate basis, they gain no advantage in extra duty pay by increases in their regular pay. I recommend an increase of 20 per cent for all such classifications. Service squad and safety sponsors and club sponsors, who have received no compensation in the past, are to be paid \$100 per year. The total cost is estimated at \$25,625 by the Board.

26A. The Association asks that the present Board paid life insurance coverage be increased from \$5,000 to \$10,000. The increased cost would be \$10,000.

In today's inflationary spiral a \$5,000 policy is less than minimal. I recommend that the insurance coverage be increased to \$10,000.

26C. The Board presently pays for full Blue Cross-Blue Shield protection, with permission to the teacher who so desires to transfer \$10.50 per month to income protection. The Association requests the Board provide full income protection, at a cost computed by the Association at \$32,400 and by the Board at \$40,000.

At either figure the cost is presently prohibitive, and I do not recommend it.

26D. For the reason above stated, I also do not recommend the Association's request for dental insurance which would by

its own calculations cost \$76,000 per year.

32B. Extra pay is asked for extra work by counselors, over one week per year. The Board explained that much of the work formerly done by counselors is now done by computer; and that none works more than one week.

In the circumstances the request is not recommended.

32C. Each group of counselors, with the exception of the six counselors at Huff School, is provided with a clerk. No explanation has been given why the Huff counselors do not have the same service, nor has it been questioned that their requirements are equivalent to those at the other schools. 14

I recommend that one clerk be provided for the counselors at Huff School.

32E. The pupil-counselor ratio in this system is 384 to 1. The usual ratio, according to the Association, is 300 to 1. 15
It asks that counselors be employed to bring the ratio to 325 to 1.

Because of the additional cost the request is not recommended.

32H. Counselors in this school system are paid at the same scale as are teachers plus one extra paid work week. The Association 16
showed that in other systems the counselors are paid as much as

\$800 over scale. It asks that counselors be placed at least one step higher in the schedule.

No explanation of counselor duties in other schools, as compared with this system, was offered. Bearing in mind this Board's financial restrictions, the request is not recommended.

A number of issues in dispute were by-passed during the hearings:

- 30 20D. An allowance of 3 half days per semester for in service courses.
- 30 21A. Provision for maintenance of standards.
- 04 25F. Payment at regular hourly rate for non-instructional services after school day. This includes faculty meetings and attendance at dances, athletic events, open house and the like.
- 18 25H. Full pay for accrued leave upon termination of employment. At the present time such days are not reimbursed.
- 010 25I. Placement of special education personnel one step beyond the maximum on the salary index.

It was the intent of the parties to return to these matters after the salary package had been settled. Some of them were discussed pro and con with a view toward compromise before they were passed. Before this could be done the Board applied to the court for an injunction to return the teachers to work. I have been asked by the Court to expedite this report to permit prompt determination of the injunction proceeding. For this reason I held a final hearing on the salary issue only. These issues

having been presented incompletely or not at all, I make no recommendation one way or the other concerning them.

The Board has allocated \$5,214,298 in its budget for teacher salaries. Its proposed schedule is \$6800 for beginning Bachelors to a top of \$12080 for a Master at the ninth step of the index.

The Association has asked for \$7450 Bachelor minimum to \$13700 Master maximum.

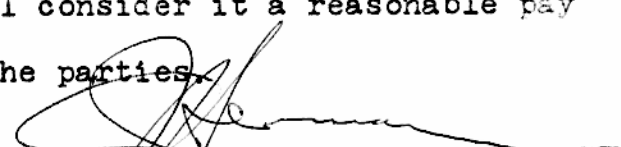
It has become almost axiomatic among fact finders that the teachers are not expected to subsidize the school. This is the responsibility of the public. However, salaries should conform to the salary scale prevalent throughout the surrounding area, and they should be consonant as far as possible with the ability of the community to pay for the services. No millage votes are contemplated at this time, and the circumstances since the last vote indicate that a millage request at this time would not succeed.

However, the Board has potential sources of income which are not reflected in the budget. Section 17 income is shown as \$600,000. The State estimate is \$724,000. While this is subject to correction, and may or may not be paid in full, nevertheless the indications are that it might be received.

The Board has based its State Aid income upon a potential student population of 12,700. This was calculated from a school census taken during the summer. For some unexplained reason, the Board has not produced the census results for inspection by the Association nor this fact finder, although several times requested to do so. Last year the announced census total was found to be low by 400 students. It may reasonably be suspected that the same underestimate was made this year. Moreover, it is highly probable that a number of parochial students will transfer to the public system this year.

If the school population exceeds the declared census by only 300, the additional school aid will amount to \$142,000. Potentially, then, the Board has \$266,000 available for salary increases. By increasing its offer to \$7000 at the beginning scale and \$12,500 at the top of the Master's, based on dollar increase and not on percentages by index, the salary package will amount to approximately \$110,000 plus \$90,000 or less in fringes, a total of \$200,000. Assuming also an expected deficit of \$45,000 in the ~~overall~~ ^{original} budget, I believe that overall the Board should end the school year at or close to the break even point.

A study of the salary settlements in Wayne County shows that the proposed ~~\$7,000~~ - \$12,500 schedule is just about the average for the schools in the area. I consider it a reasonable pay scale, and I recommend it to the parties.


Fact Finder

Detroit, Michigan,
September 14, 1968