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Richard Mitterthal

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In the Matter of Fact Finding between

MONA SHORES SCHOOL DISTRICT

- and -

MONA SHORES EDUCATION ASSOCIATION

*Richard Mitterthal 9-29-69*

REPORT

The parties to this dispute are the Mona Shores School District, hereafter referred to as the School District or the Board, and the Mona Shores Education Association, hereafter referred to as the Association. Pursuant to the Association's application for fact finding, dated August 28, 1969, and the School District's answer, dated September 5, 1969, the undersigned was designated by the Employment Relations Commission to serve as the fact finder. A hearing was held at the School District offices on September 29, 1969. The School District was represented by Donald J. Veldman, Attorney, and the Association was represented by Howard J. Oliver, Michigan Education Association Consultant.

The parties were unable to negotiate an Agreement for the 1969-1970 school year. Their differences involve the following issues: salary, supplementary salaries, index changes (B.A.+15, M.A.+15), longevity pay, insurance, personal leave, orientation days, arbitration, agency shop, teaching hours, class size, sabbatical leave, calendar year, and length of contract. My recommendations regarding these issues are contained below.

Salaries

The entire salary schedule is derived from the base salary for a teacher with a B.A. degree and from an agreed-upon index which

*Mona Shores School District*

determines how much a teacher will be paid over the base salary because of his education or because of his years of experience in this School District. In the 1968-1969 school year, the base salary for a teacher with a B.A. degree was \$6350. The base for a teacher with a M.A. degree was \$6350 multiplied by an index of 1.042 or a salary of \$6617. The base for a teacher with a M.A. degree plus 30 credit hours of college work was \$6350 multiplied by an index of 1.090 or a salary of \$6922. Teachers with more than one year's experience in each of these categories had a higher index and hence a higher salary. The index is graduated upward from the first year (i. e., the base) to the thirteenth year.

The parties disagree on the size of the salary increase to be granted to teachers in the 1969-1970 school year. The Board proposed an increase in the base salary from \$6350 to \$6800 as of September 1969 and a further increase to \$6850 as of February 1, 1970. The Association urged an increase in the base salary from \$6350 to \$7200 as of September 1969.

The Board contends that the School District is unable to pay more than a base salary of \$6800-\$6850 for the current school year. It insists that funds are simply not available for a larger salary increase. It emphasizes that it has levied the full amount of millage authorized by the voters, that no additional millage is possible in 1970, that taxpayers in this district are already paying the highest millage of any district in Muskegon County, that revenues were reduced when student enrollments turned out to be slightly lower than had been anticipated, that the contingency fund disappeared when the Board raised its salary offer from \$6650 to \$6800-\$6850, that a reallocation of funds from capital outlays, plant maintenance or pupil transportation to teacher salaries would not be in the best interests of the district, and that the Board's offer of \$6800-\$6850 is fair and reasonable in terms of past increases and other settlements in the county.

The Association, on the other hand, argues that a base salary of \$7200 is justified. It stresses that teacher salaries in this School District are below the state median and are below other districts in Muskegon County and "competitive" districts in the western part of the state. It states that 68 percent of the total expenditures in this School District was devoted to teacher salaries in 1968-1969 but that only 65 percent, perhaps less, is devoted to teacher salaries in the Board's proposal for 1969-1970. It notes the increase in the cost-of-living in the past year and the greater expense involved in securing the training needed to enter the teaching profession.

It believes there is money available in the budget for the higher base salary it seeks. It asserts that the cost to the School District of each \$100 added to the base salary is approximately \$39,000. Hence, its request for a base salary of \$7200 would cost the district about \$156,000 more than the Board's last offer. \*

After a thorough consideration of these arguments and supporting data, I recommend that the base salary for this School District be increased to \$6900 effective as of the start of the 1969-1970 school year. There are several reasons for this recommendation.

First, a comparison of salaries in this School District with salaries in so-called "conference" districts (i. e., those which compete with Mona Shores in hiring teachers and in athletics) is quite revealing. There are twelve such "competitive" districts (including Mona Shores) in the Association's study. \*\* In 1966-1967, all twelve districts reported teacher salaries and Mona Shores was ninth from the bottom of the list. In 1967-1968, ten districts reported and Mona Shores was fourth from the bottom of the list. In 1968-1969, eleven reported and Mona Shores was second from the bottom of the list. In 1969-1970, ten reported and Mona Shores, assuming the \$6800 base proposed by the Board, is now at the very bottom of the list. In other words, teacher salaries at Mona Shores have not kept pace with salaries in "competitive" districts. This erosion of their salary status in relation to teachers in "competitive" districts should be stopped and, if possible, corrected.

Second, teachers in "competitive" districts have received a base salary increase for the 1969-1970 school year ranging from 6.1 percent to 12.3 percent. The average increase for these districts was 8.8 percent. The Association's proposal of a base of \$7200 would require a raise

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\* The Association's demand would cost a total of \$331,500 while the Board's proposal of a base of \$6800 would cost \$175,500. The difference (i. e., \$156,000) represents the amount in dispute.

\*\* These districts are as follows: Reeths Puffer, Grand Haven, Orchard View, Muskegon, Muskegon Heights, Holland, Grandville, East Grand Rapids, Fruitport, Traverse City, Benton Harbor, and Mona Shores.

of 13 percent. This is obviously excessive in terms of the area pattern and the School District's ability to pay. The Board's proposal of a base of \$6800 would involve a raise of 7.1 percent. This seems unduly low in view of the 6 to 7 percent increase in the cost-of-living during the past year and the extent to which Mona Shores has fallen behind "competitive" districts. My recommendation of a base of \$6900 would represent a raise of 8.7 percent which almost equals the average increase in the "competitive" districts for the 1969-1970 school year. Indeed, such a raise would place Mona Shores on equal footing with three of its "competitive" districts.

Third, the School District is in my opinion able to pay the recommended \$6900 base salary. The total cost to the district of each additional \$100 in base salary is approximately \$39,000. The Board has offered a base salary of \$6800 as of September 1969 and \$6850 as of February 1970. My recommendation would involve an increase of \$100 from September 1969 to February 1970 and an increase of just \$50 from February 1970 to June 1970. The cost would be roughly \$29,250. This represents less than 1 percent of the total expenditures planned for 1969-1970. A review of the budget indicates that this money could be made available through relatively minor adjustments in capital outlays, plant operations and pupil transportation. Such adjustments will unfortunately reduce the funds to be used for other necessary activities. But the teachers here have a strong case for a higher base salary. Their claim, given the circumstances of this dispute, deserves a higher priority than some of the other expenditures in the current budget.

Fourth, any increase above the recommended \$6900 would be unwise. For the School District does have financial problems. And those problems are certainly not the result of any failure on the part of the Board to develop revenues through all possible sources. The fact is that Mona Shores in 1969-1970 has levied the highest millage of any school district in Muskegon County. Any further increase in the base salary at this time would require major revisions in such budgetary items as capital outlays, plant operations, pupil transportation, etc. These items, however, are also essential to the health of the School District. To restrict capital outlays, for instance, will ultimately cause a deterioration in the district's facilities and services.

Some balance between these competing considerations must be struck. I believe that a base salary of \$6900, effective September 1969,

recognizes the teachers' demand for a more equitable salary in relationship to "competitive" districts and recognizes also the Board's financial difficulties in terms of revenues currently available.

#### Supplementary Salary Schedule

The parties are in disagreement as to the supplementary salary schedule which provides teachers with extra compensation for various extra-curricular duties.

As for Administration, I recommend adoption of the Board proposal. The pay for the Athletic Director and the Faculty Manager should be increased from \$900 to \$1130 (plus 1 hour), a raise of 26 percent. The Association's request for a 71 percent increase, absent any explanation, is unreasonable.

As for Head Coaches, I recommend adoption of part of the Board's proposal. The pay for the Head Football Coach and the Head Basketball Coach should be increased from \$885 to \$1000, a raise of 13 percent. The Association's claim for a raise of 66 percent is unjustified. The Board has scaled down its proposals for the other head coaches, offering anywhere from 4.3 to 11 percent. I see no valid reason why these men should receive a smaller increase (in terms of percentages) than the Head Football Coach or Head Basketball Coach. There is no evidence that the relative importance of the various sports or the relative responsibility of the different coaches has changed from previous years. Hence, I recommend a 13 percent increase for all the other Head Coaches: Wrestling from \$630 to \$712; Baseball from \$575 to \$650; Track from \$575 to \$650; Cross Country from \$350 to \$395; Tennis from \$350 to \$395; and Golf from \$350 to \$395.

As for Assistant Coaches, I again recommend adoption of part of the Board's proposal. The pay for the Assistant Football Coach should be increased from \$630 to \$670, a raise of 11 percent. The Association claim for a raise of 40 percent is unwarranted. For the reasons given in the preceding paragraph, this 11 percent increase should apply to the other Assistant Coaches as well: Baseball from \$350 to \$389; Track from \$350 to \$389; and Wrestling from \$350 to \$389.

Applying this kind of analysis to the other positions in dispute, I recommend the following increases for Junior Varsity and Junior High

Coaches: J. V. Football \$560 to \$638; Assistant J. V. Football \$440 to \$500; J. V. Basketball \$560 to \$638; J. H. Football \$375 to \$428; Assistant J. H. Football \$315 to \$360; J. H. Baseball \$190 to \$265; Assistant J. H. Baseball \$208;\* J. H. Track \$250 to \$265; Assistant J. H. Track \$190 to \$208; J. H. Wrestling \$290;\* J. H. Tennis \$210;\* 9th Grade Basketball \$375 to \$428; 8th Grade Basketball \$250 to \$285; and 7th Grade Basketball \$225.\* As for girls athletics, the parties are in agreement on three of the four jobs: GAA (Varsity & J.V.) \$225; GAA (Junior High) \$150; and Cheerleading (Junior High) \$150. This parity between the Junior High jobs should exist on the Varsity-J.V. jobs as well. I recommend, accordingly, that Cheerleading (Varsity & J.V.) be paid \$225.

The raises suggested by the Board for non-athletic positions are far more substantial, ranging with few exceptions from 21 to 38 percent. It is fair to assume that these larger salaries were prompted by a recognition that teachers were not properly compensated for this kind of extra-curricular work in 1968-1969. The raises suggested by the Association were even more sizable. I recommend that the Drama Director be increased from \$700 to \$850, a 21 percent increase. Inasmuch as the parties themselves accept the principle of parity between the Drama Director and Debate & Forensics, I recommend that the latter likewise be paid \$850. There is no dispute about Assistant Debate, \$425. Publications\*\* should be raised from \$200 to \$275, a 38 percent increase. And the Yearbook\*\* should receive the same percentage raise, from \$375 to \$518. The Band Director and Vocal Music should be raised from \$350 to \$475, a 36 percent increase. There is no dispute about Assistant Marching Band, \$150. The Senior, Junior and Sophomore Class Advisors should be paid \$280, \$150 and \$125, respectively. The Director of Guidance is entitled to a raise consistent with what has been proposed elsewhere in this non-athletic group. I recommend that his salary is increased from \$350 to \$425. As for Science Department Chairman, he should receive the same one hour's credit for teaching as do certain other department chairmen.

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\* There were no such coaching positions in the 1968-1969 school year.

\*\* I find no justification in the record for recommending that these jobs also receive one hour's teaching credit.

### B.A. + 15, M.A. + 15

The Association proposed that higher salaries be paid to teachers who have completed 15 credit hours of college work beyond their B. A. degree or beyond their M.A. degree. It requests, in other words, a separate, higher index for teachers who satisfy these conditions. The Board opposed this proposal.

I can find no rational justification for paying teachers additional money because of the mere accumulation of course credits. It is questionable whether such credits, by themselves, improve a teacher's performance. If they do, the Association might understandably ask the Board to compensate the teachers for the actual cost of such additional training. But the attempt to translate this kind of training into a higher salary is not at all convincing. I recommend that the Association's proposal be withdrawn.

### Longevity Pay

The Association proposed that the principle of longevity pay be established in the 1969-1970 Agreement. It would provide longevity pay to teachers with 16 or more years' service in this School District in the following manner: 2 percent of the teacher's base salary for 16-20 years' service, 4 percent of his base salary for 21-25 years' service, 6 percent of his base salary for 26-30 years' service, and 8 percent of his base salary for 31 or more years' service. The Board opposed this proposal.

The principle of longevity pay is sound. However, as long as the base salary is rising dramatically, the teachers with long service are receiving substantial yearly increases. For example, a teacher with a B.A. degree and 13 or more years' service received \$9970 in the 1968-1969 school year. With the recommended \$6900 base salary, that teacher would receive \$10,833 in the 1969-1970 school year. That is a raise of \$863, approximately a 9 percent increase over the previous year's salary. Given these circumstances, longevity pay hardly seems appropriate at this time. I recommend that the parties study this matter jointly and prepare a longevity pay plan which will insure salary raises to teachers of long service in years when no increases (or only slight increases) occur in the base salary.



### Insurance

The Association proposed that health insurance payments be raised from \$15 per month per teacher to \$20 per month per teacher. It proposed also that \$5000 life insurance be provided for each teacher, the premiums to be paid by the School District. The Board opposed this proposal.

In view of the financial condition of this School District and my recommendation of a base salary of \$6900, I do not believe any change in the existing insurance program is warranted. The fact is that Mona Shores provides as much health insurance as any other school district in Muskegon County. Of the nine other districts, four require payments of \$15 per month per teacher while the rest require payments of less than \$15 per month per teacher. Of the nine districts, four make no provision for life insurance and three provide for life insurance with the understanding that any life premiums will reduce the amount of health insurance. For these reasons, I recommend that this Association proposal be withdrawn.

### Personal Leave

The Association proposed that teachers be allowed unquestioned leave of two school days a year for personal business without loss of pay. The Board opposed this proposal.

The Agreement presently provides for leave of one school day a year on account of "the death of a friend, serious illness of personal associate, or other extenuating circumstances" without loss of pay. It defines "extenuating circumstances" as "events beyond the control of teacher... requiring personal attendance during hours which would otherwise be spent in the classroom". It states too that additional leave days may be granted by the School Superintendent upon request. These provisions guarantee teachers time off without loss of pay where circumstances demand their absence. There is no evidence that the School Administration has been arbitrary or capricious in the application of these contract clauses or that teachers have been unreasonably denied the benefits of these provisions. Teachers, as professionals, should be willing to demonstrate good cause for a day's leave with full pay. The Association proposal, however, would give teachers such leave time upon a mere assertion that their absence was compelled by "personal business". The School Administration should have some meaningful controls over leave time. The Association proposal seems unsound and I recommend it be withdrawn.



### Orientation Days

The Association proposed that the number of orientation days for returning teachers be reduced. The Board opposed this proposal.

Both new teachers and returning teachers in this School District have, as a matter of practice, spent four days in orientation at the start of the school year.\* The Association has no objection to this practice for new teachers or for returning teachers who are being transferred to a new building. Its complaint concerns returning teachers who go back to their regular building. It believes that they should not be required to devote more than two days to orientation. However, the Association has not offered any compelling reasons for this kind of change. I recommend that its proposal be withdrawn.

### Arbitration

The parties are in agreement on Step 4 of the grievance procedure. That step would involve the submission of a grievance dispute to a six-man committee (three Association representatives and three Board representatives) with a majority decision needed to resolve the matter. The Association proposed that in the event of a tie vote or deadlock in Step 4, the dispute could be appealed to arbitration by either side for a final and binding decision. The Board opposed arbitration and suggested that the final step in the grievance procedure should continue to be the Board itself. Thus, if the six-man committee was deadlocked in Step 4, the dispute could be appealed to the Board for a decision.

The Board's objection to arbitration was based on the following points: (1) that no demonstrated need for arbitration has been shown, (2) that the arbitration process could be costly to the School District, (3) that another alternative (i. e., the six-man committee in Step 4) should be tried for at least a year, (4) that only two of the eight school districts in Muskegon County provide for arbitration, and (5) that binding arbitration of teacher grievances is of "uncertain legality".

None of these arguments are compelling. It is true that no more

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\* A fifth day of orientation is added only if necessary.

than eight grievances have been filed since 1965 and that just three of these have been appealed through the various steps of the procedure to the Board. However, the fact that arbitration is not likely to be invoked is hardly a valid reason for rejecting arbitration as the terminal step in the grievance procedure. Presently, the final step is the Board itself. But, in view of the relationship which exists between a school board and a school administration, the Board cannot be truly impartial when it considers the merits of a grievance dispute. If the Board rejects a grievance\*, the Association has no further recourse in the grievance procedure and would have to drop the matter or file a breach-of-contract suit in court. Thus, under the present system, there is no final and binding resolution of the dispute where the Association does not accept the Board's answer.

The remedy for this situation seems clear. A grievance procedure is not really complete unless it makes some provision for final and binding resolution of any grievance dispute which the parties themselves are unable to settle to their satisfaction. And the responsibility for a final and binding decision obviously cannot be placed in the hands of the Board, one of the interested parties. The only fair procedure, one which is widely accepted in labor-management relations, is arbitration by an impartial third party. The fact that arbitration, when invoked, will result in extra cost to the School District is no reason to reject it. Arbitration costs can be effectively controlled. And in this School District where grievances are rare, the cost factor cannot be a real consideration. Of course, an arbitration award may find a contract violation and order teachers compensated for a loss of earnings. But compliance with the terms of the contract is an obligation of the Board, whether that obligation is enforced by an arbitrator or by the courts.

My recommendation, accordingly, is that the parties adopt an arbitration clause as the terminal step of the grievance procedure.

#### Agency Shop

The Association proposed an "agency shop" clause which would require teachers who are not Association members to pay to the Association,

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\* The Board has rejected grievances twice in the past.

as a condition of employment, a periodic service charge in an amount equal to the periodic dues paid by members. It proposed too that this clause apply only to teachers newly hired in the 1969-1970 school year or in subsequent years. The Board opposed this clause or any form of compulsory payment to the Association as a condition of employment.

The Board argues that the Association is "responsible and representative" when it has to obtain dues and members through the process of "free choice", that "lack of sound leadership" and "irresponsible conduct" result from compulsory membership or compulsory dues payments, that such behavior is detrimental to collective bargaining, and that an "agency shop" is therefore not in the best interests of the School District.

This argument is not persuasive. There is no basis whatever for the proposition that "union security" clauses lead inevitably to union irresponsibility. Many strong, well-established labor organizations with "union security" provisions in their contracts behave responsibly. Weak, insecure labor organizations with no such "union security" sometimes, for this very reason, act irresponsibly. The history of collective bargaining in this country indicates that "union security" clauses have helped to create stability in many bargaining relationships. It simply cannot be said that "union security" is incompatible with "responsible and representative" unionism.

The request for an "agency shop" is supported by sound, equitable considerations. The Association must negotiate the terms of the collective bargaining contract; it must then help to administer the contract to insure compliance by the Board. These services of the Association are performed in behalf of all teachers. And the benefits derived from the contract are applied to all teachers. Members of the Association pay dues to support the Association's work; non-members pay nothing. It seems only fair that everyone who benefits from the Association's activities should help to support it. Teachers should pay something for the representation they receive. Furthermore, the Association has behaved responsibly in the four years in which it has served as the bargaining agent. The negotiations, at least until the 1969-1970 school year, have always been successful. There have been no strikes.


The Association's proposal is a modest one. It would not require any teacher to join the Association. It would not require any teacher hired before the 1969-1970 school year to pay a periodic service charge in lieu

of dues. However, it would require such a payment from teachers hired in the 1969-1970 school year or in future years. Such teachers would have knowledge of this requirement at the time they hired into the School District.\* If they considered this to be an unacceptable condition of employment, they could teach in another district. The element of voluntarism is, to this extent, preserved by the Association's proposal. This kind of "agency shop" will not eliminate the principle of "free choice".

The fact that only one of eight school districts in Muskegon County has adopted an "agency shop" clause and the further fact that some legal questions regarding the "agency shop" remain unsettled do not detract from the justness of the Association's proposal. For the reasons already stated, I recommend that the parties adopt the proposed "agency shop" clause.

#### Miscellaneous Issues

The parties agreed that recommendations need not be made on the following issues before the fact finder: teaching hours, class size, sabbatical leave, calendar year, and length of the contract.

  
Richard Mittenthal,  
Fact Finder

October 31, 1969

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\* Even the teachers hired for the 1969-1970 school year presumably had knowledge of the possibility of such a requirement.