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LABOR MEDIATION BOARD  
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In re:

NORTHVILLE BOARD OF EDUCATION

-and-

NORTHVILLE EDUCATION ASSOCIATION

FACT FINDING OPINION AND RECOMMENDATION

George T. Roumell, Jr., Fact Finder

APPEARANCES:

NORTHVILLE EDUCATION ASSOCIATION:

George Berryman, Association President  
James Hudson  
Pat Bubel, Co-Chairman Bargaining Team  
Bruce Ames, Michigan Education Association Representative  
Arthur H. Rice, Jr., Assistant Executive Secretary, MEA

NORTHVILLE BOARD OF EDUCATION:

Raymond E. Spear, Superintendent  
Earl Busard, Business Manager  
Frederick B. Schwarze, Attorney

The parties hereto filed a joint Petition for fact finding which was submitted to the Labor Mediation Board. The undersigned was appointed Fact Finder. The parties met in fact finding sessions on the following dates: On August 31, September 1, September 7, and September 8, 1968. Evidence was heard and the parties have put in their respective cases.

My general observations are that the parties have tried to

*Northville Board of Education*

negotiate a contract and have bargained long and hard and there have been many bargaining sessions. However, as is frequent in collective bargaining, the parties were not able to reach agreement either through bargaining or through mediation, although efforts were made on both sides. Neither side is to blame for this situation. It is just a matter of not agreeing. However, it is clear that the parties are interested in establishing a sound collective bargaining relationship and are sincere. I think that Northville is very fortunate to have an excellent teaching staff as I observed from the bargaining team. Likewise, I have been extremely impressed by the competency of the administrative staff. I would say it is one of the best that I have come across. With this in mind, I am going to make recommendations that I hope are designed to establish a strong collective bargaining relationship and continue the fine public school system in Northville that both sides have contributed to building. Both the Association and the Board must realize that it is an awesome responsibility for a neutral third party to come in and make a finding of facts. Neither may not be happy, but at least they should read and understand the fact finding opinion and on reflection it is hoped that they will agree that in the final analysis that this opinion offers a solution to what apparently is an impasse at bargaining. The Fact Finder in rendering this opinion and these recommendations does so with the following considerations.

There are many factors to consider in a collective bargaining situation, including the economics of the community, the nature of the school district, comparison with other districts in the area and elsewhere, and what the parties may have eventually reached by collective bargaining even after a strike or refusal to work. Knowing that it is

the desire of both sides to open schools as soon as possible, the Fact Finder has tried in what follows to make recommendations that are acceptable. The Fact Finder will say that neither side can claim victory or defeat, but only that their problems have been resolved, hopefully.

This report now deals with the issues. There is with no particular order but only an attempt to check them off as they were presented in the hearings.

#### CONTRACT DURATION

It is the considered opinion of the Fact Finder that in order to establish the strong collective bargaining climate and working relationship which both parties desire, there must be stability to the relationship. The best way to obtain this stability is to enter into a contract of a longer duration than one (1) year. The parties must recognize that this is common in private enterprise. For example, we all know that the big three have three-year contracts because of the time and effort that it takes in bargaining for a contract. Sometimes some of the working practicalities of a contract cannot be worked out in one year nor can sound financial planning be made based only on a one-year contract. In my fact finding I asked the parties their views on a two-year contract. They indicated that they were open-minded on the proposition, and open-minded on the approach that I am suggesting.

There are two approaches I could take to the two-year contract. The one is to permit a re-opener at the end of one year on salaries only. The other is to flatly establish the salary pattern for

two years. I believe that a re-opener really does not accomplish much in establishing a sound relationship. I think to establish a fair salary package for two years would be to the advantage of both the parties. Therefore, the recommendations that follow will be for a two-year contract which shall include a salary package covering both years.

#### AGENCY SHOP

One must realize that a report should try to be acceptable even if reluctantly by both parties. The Board has made it clear that it opposes an agency shop. It is not alone in doing this. Many school boards have accepted agency shops and many others have not. It is not universal at the present. However, one can anticipate that it will be. To get the parties started off in the right direction, I am going to recommend Agency Shop language which is similar to the Agency Shop language that the Board has in another contract with their custodians be adopted.

#### TUITION REIMBURSEMENT

There has been on the table a \$300.00 tuition reimbursement. I hereby recommend that \$300.00 be established immediately in the first year of the contract.

#### TERM LIFE INSURANCE

In regard to term life insurance, I must recognize that this is a cost item, and I am conscience of the cost in all areas encumbranced in the recommendations I am making herein. Therefore, after considering all the facets and all costs, I am recommending \$3,000.00 term

life insurance in the first year of the contract and \$5,000.00 in the second year of the contract.

#### CLASS LOADS AND PREPARATIONS

There is one thing quite evident, and I say this without equivocation, class loads will be a factor in the salary proposals I will make. The working conditions in Northville are apparently excellent as compared to other schools. I must point out that the Fact Finder has been in school districts where there have been much larger teacher-pupil ratio than here in Northville. In Northville the ratio is very low. As will be pointed out in my discussion of salary, it may be that there may have to be modifications, although I hope not. Furthermore, I am impressed by the position that the Superintendent for the Board has taken, a position that he will do all to keep the present class ratio, or, if possible, reduce it. Therefore, for the time being, I think that it would be in the best interest that the contract retain the same language as presently.

Now, I point out to the Association through their leadership that if the Superintendent or the Board varies from this principle unnecessarily then this should be recorded and may be part of negotiations when the contract expires. However, I think wisely it would be best to leave it alone at the present time to give the Board and the Association maneuverability if finances are not forthcoming to finance the salary package that I am going to propose.

I take the same attitude on preparations. I appreciate what is said about preparation limits by the Association. However, because

of the attitude I have taken on class loads and because I believe that the Board through its Superintendent is again committed to reduce preparation limits, I am willing to leave this matter as it is in the just expired contract. The exhibits indicate there are only a few violations of more than three preparations (and these usually by mutual consent). I want to give the parties maneuverability in this area in case in the event financial necessities or practicalities dictate such maneuverability.

#### REDUCTION IN STAFF PROCEDURE

I find that the parties really are not in too much of a disagreement over reduction in staff procedure. I see nothing wrong in adopting the proposal which was written out in the handwriting of the Superintendent at the fact finding hearing, and I think if one compares word for word it recognizes seniority principle in reduction which I intend to recognize, plus ability. I might point out to the parties that in the seniority principle of reductions in the private sector contracts, they very frequently include ability and I don't see why that doctrine should not be carried forward here, and, therefore, I adopt this clause.

#### SICK LEAVE PAY AND/OR SEVERANCE PAY

I am inclined because I am most interested in putting the money in salary scale at this time not to change the sick leave policy, and, therefore, I will not recommend the severance clause proposed.

#### CUTS IN PROGRAM

In regard to the cuts in program, it is quite clear that the

librarians have been removed from the program because of lack of funds. I will then remove that clause or modify that clause to say that it is no longer applicable except if through millage the people re-establish the necessary funds for the program. In other words, this is a very inarticulous statement on my part, but I state that the clause is null and void except if the people through millage re-establish the program. As far as Article VII, paragraph B2(c), it is my recommendation that the paragraph stay as is. It is my recommendation that the Committee be formed to investigate the need for the extended work year referred to in paragraph B2(c). I recognize that this Committee was never formed before, and I will leave it as the responsibility of the Association to establish the Committee and proceed with a report. If the report is not forthcoming by the end of the contract then in the new negotiations consideration will be given to dropping that clause, but at the present time I will not drop same. I do this because I want to place the responsibility for establishing the Committee.

#### EXTRA CURRICULAR ACTIVITIES

The parties have made it very clear that they are in a delicate position. The extra curricular program has been curtailed because of the failure of millage on two occasions, and it is hard to predict what the people of Northville will do. However, in anticipation, the Board has modified their previous offer to the Education Association by putting \$20,000.00 on the table. I hereby incorporate this \$20,000.00 as part of my recommendations, except that I also recommend that if more money becomes available additional extra curricular programs could be undertaken.

#### PERSONAL BUSINESS DAYS

I have listened to the arguments hard along on personal business day, and I will make no change in the present contract.

#### SUBSTITUTE PAY

I find this a most difficult subject. For the purposes of establishing a sound collective bargaining relationship I am accepting the clause of the Board with one exception. I am deducting the provision providing deductions from the pay of the teacher causing the non-emergency situation. I am also accepting the Board modification that a tardy situation is considered an emergency situation. I realize that the Board may be concerned with my modifications. Again, I say to the Board as I said to the teachers, that if this provision is abused and if there are teachers who consistently cause non-emergency situations then this should be the subject of collective bargaining at the next bargaining session. It is hopeful that the teachers, consistent with professionalism, will be able to prove to the Board that this is really not a serious problem. I do believe that the language the Board has presented does clear up the situation and it is reasonable.

#### SCHOOL CALENDAR

As to school calendar, my recommendation is that since the contract is of two-year duration the following principles should be established:

1. The teachers be asked to report no earlier than the day after Labor Day.



2. The student teaching days in this district shall be 181.

3. The working days shall be 189.

In regard to the situation caused by the failure to report, I appreciate the position taken by the Board on this matter. I appreciate the fact that in private enterprise or in the private sector that if there is a strike the workers lose salary for the time that they were out. And I appreciate that the Board is concerned about the fact that they wish to take the position that the teachers have lost five (5) days pay and should not be reimbursed for these five days. However, I am interested in establishing a sound collective bargaining position. It is regretful that the parties got into this position, but, of course, it is understandable. They are not the only ones that have been in this position, and this does happen from time to time in other districts. I think we are not concerned about who is wrong or who is right. We are not concerned about depriving people of pay. We are concerned about teaching 181 days and devoting for educational purposes 189 days. I don't think the teachers disagree that somehow 189 days will have to be put in, and it is my opinion that the teachers shall be paid for the 189 days. And if the Board desires that they put in 189 days for educational purposes then they shall do so. As far as the actual days that should be arranged, there were many suggestions made across the table. I think the parties ought to try to work it out. If they cannot work it out then submit the dispute to me in writing and I will make a recommendation. I have done this in one other school district, and I shall be glad to do it here, although I am confident that the parties will work it out.

### REPRISALS

There shall absolutely be no reprisals as a result of any refusal to work. Frankly, I don't think the Board was thinking of any, but I just make it clear that request was made and that is my recommendation. I have one further recommendation. Again, this is a two-way street. I cannot tell the Board or the Association what to do legally, but I am going to recommend that if this report solves the situation they should consider dropping their unfair labor practices, and I would recommend it because it brings the matter to an end. This is in keeping with the recommendation I have made to the Board that teachers work 189 days or get paid for it if the Board decides they don't need 189 days.

### SALARY

When I walked into this fact finding I found this situation. In salaries, the parties were approximately \$95,000.00 apart. The Board indicated that they could not make any movement because they had shaved their budget down to the very bone; that if they were forced to follow the Education Association's recommendations or demands they would be in deficit financing; that as a matter of fiscal integrity the Board could not engage in deficit financing.

As the parties talked and as the Fact Finder listened at one point there was some discussion of various proposals that might have brought the parties somewhat together. The Board made some proposals. At one point the Board Representative did talk about a proposition that would have put \$25,000.00 on the table. This proposition was

never put on the table. It was only introduced as an exhibit as a possibility. There was an indication that the Board had not authorized it. Based upon this proposition it was indicated that the Board would actually be \$10,000.00 in the red as defined by the Board; that is, \$10,000.00 over anticipated income. On the other hand, the Association suggested a proposition that might have saved an additional \$13,000.00. So the parties were attempting to move closer, but could not do so.

A word about deficit financing. I am not so sure that I can agree with the Board that they are engaging in deficit financing if they accept the proposition that I am going to propose. It is quite clear to me that the citizens of Northville expect a high grade educational system. They have sent their sons and daughters to many colleges across our land. I have been advised that their sons and daughters have been admitted to some of the very finest schools in the world, including schools that are very difficult to be admitted to. I point out that the only way these youngsters can get admitted to these schools and be graduated from these schools is to have excellent preparation. The only way this can be done is through excellent teachers which Northville apparently now have. Now, as I look at the operational millage of Northville and the representation that Northville is a community that has means, then the citizens of Northville have a basic decision. They were asked to decide about buses, so now they should ask whether or not they want their boys and girls to continue going to top universities, continuing going to top trade schools, and the like. I think there is money available in this community, and I think the community like all Americans must step up to their responsibilities. They have a decision to make. That decision should not be

on the teachers. The teacher should not be asked to do more than what the parents are willing to do. The teachers should not be asked to take low salaries when the parents will not vote the tax increase. There is a pending millage proposal, and under the recommendation I am going to make all this millage will not go for teachers salaries. It will go partly for salaries and partly for restored programs that the citizens want. If the citizens do not pass the millage, then the Board might have to present the citizens with another millage election. There are other surrounding communities that have passed additional millage. I might point out to the citizens of Northville that though last spring there where many millages lost throughout the state, the record of millages now being past is greatly improved and the citizens are realizing that one must pay for education.

The Board has the opportunity to place the millage on the ballot. The Northville School District has an excellent credit rating that will permit it to borrow. Therefore, there is no reason to say in a true sense of the word that there is deficit financing when the District has the base to get more money and when the District has the borrowing ability. If after two years of this contract the citizens won't provide the District with more needed money, of course, teacher ratios are going to be changed and the system will go backwards rather than forwards. Furthermore, I am impressed that the area is building up and that the assessed valuation will increase. With this in mind I cannot agree with the Board that the recommendations I am going to make are unreasonable.

On the other hand, to the teachers I say this. There apparently needs to be a readjustment period. Some of you have seen

programs already cut. I am convinced that there is little or no water in the budget. I haven't been shown any. I must compliment the Association by pointing out suggested cuts, but when one examines them they are really not there to cut. So with this in mind, I have tempered my proposals.

I also say to the Board that the evidence is overwhelming that the schedules that they have proposed just cannot be accepted. Maybe I should not consider all of Wayne County. But when I compare it with surrounding towns, cities like Livonia, Plymouth, Claranceville, Redford Union, South Redford, Farmington, I just feel that the minima and maxima must be increased over the offer that was put on the table by the Board. But they can only be increased consistent with the economic facts of life of this district. I recognize that I have been asked to compare it with Novi and South Lyon, but it is quite clear to me that the people of Northville expect more of their education system than apparently might be offered in those districts, and, therefore, you must obtain and you must keep your outstanding teachers. Also, when you compare it with Ann Arbor, I note that Plymouth is near to Ann Arbor and yet Plymouth is far higher than Ann Arbor. I also say to the teachers that apparently the financial picture in some of these other districts might be somewhat better considering the above comments, I believe the recommendations I am going to make are fair and reasonable.

In the first year I am recommending a \$6,800 B. A. minimum and a \$10,375.00 B. A. maximum in eleven steps. The Association has worked out a schedule based on a \$6,850. I believe that \$6,800 when you consider that the Board was at \$6,700 and that the Association was at \$6,900 is a fair figure. I would want the implements to be at

approximately what they were last year arriving mathematically at the \$10,375, and I am sure the parties can work that out. If there is any question, I'll decide it.

It is my intention that as near as possible the increments will be the same as they were last year, which I understand was at a 4.5% straight down, but there may be some arbitrary figures at the very end of the schedule to reach the top. Now, as I view it, there are a number of districts in Wayne County that have \$6,800 as minimums, and I think that this proposal certainly does not put Northville behind. It keeps Northville in step in its position because apparently Northville has traditionally been behind such communities as Plymouth and Livonia. This may be because of the excellent working conditions. On the other hand the proposal I am making does increase the B. A. \$650.00 which is a larger increase than last year, and I think satisfies the situation under all circumstances.

Now, for the second year of the contract as far as the B. A. minimum, I am recommending an increase over the 1968 salary of \$675.00 or \$7,475. I am recommending the same index as in 1968, and using this index the parties can mathematically work out the B. A. maximum. I am again proposing that there be eleven steps.

As to the M. A. Degree, I am recommending for 1968 a beginning M. A. minimum of \$7,400 with eleven steps arriving at \$12,350. I again propose the same index as used in 1967, to-wit: 4.5%. However, I appreciate that the parties may have to put in arbitrary figures at some steps to arrive at the proposed M. A. maximum. For the year 1967, I am proposing that the M. A. minimum start at \$8,200 or \$800 over the

current year. The parties likewise would apply the index of the previous year to arrive mathematically at the M. A. maximum.

As far as the M. A. + 30 scale, it is my recommendation that the scale be \$600 more than the M. A. scale for the year 1968 and \$625 more than the 1968 scale for 1969.

I also recommend that on the M. A. Degree at the fourteenth step there be a 4% longevity increase.

With some english corrections and some condensing of my salary recommendations, the above is the report as I dictated it at the end of the last fact finding session. Since that time the parties have raised two issues with me.

The first issue concerns my recommendation as to the Agency Contract. I indicated that I favored a hold harmless clause similar to the hold harmless clause that the Board now has with the custodians. The parties are not clear as to my meaning. After reviewing the custodians contract and reviewing the language of the so-called Saginaw Education Association contract I believe that it is best to adopt the Saginaw contract language as it dovetails into the specific problems of teachers and the Tenure Act. Therefore, I recommend that the following clause be added to the Agency language that the parties have heretofore agreed upon:

"This Article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan Labor Mediation Board, or the Courts, the Association will pay the reasonable expenses of such proceedings, including the fees of

legal counsel retained by the Board. If this Article shall be found to violate law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Courts."

I point out, that I am persuaded in making this recommendation by the fact that it was accepted in Saginaw and it has been accepted in at least one district that I have made other recommendations. I think it is a fair clause and it protects both parties and accomplishes the purposes desired by the Association.

Though not presented to me at fact finding, the parties subsequently have raised the question as to the pay for non-degree and non-permanently certified teachers. I have reviewed the written presentations made by the parties very carefully. I appreciate the position of the Association in trying to maintain and upgrade their profession by insisting on full certified teachers and penalizing those teachers who have not met the professional requirements. However, there is a teacher shortage and our Department of Education has seen fit to certify some degree teachers with special certifications. There are also some teachers who do not have degrees who have life certificates. I believe that these teachers apparently are qualified or they would not have received the special certificates or the life certificates. I again emphasize that I appreciate the position of the Association. But I do not think the problem is at the local board level but rather it is at the State Department level as to the special certification and life certification requirements. I am also persuaded by the fact that the Board has indicated that it is only interested in getting qualified teachers and will hold such hiring down to a minimum.



Therefore, I believe that the life certificate and the degree teacher holding special certificates should be entitled to get the same pay as a Bachelor Degree teacher.

However, as to non-degree teachers, I think such practice of having such teachers should be discouraged. I think the previous language in the previous contract does this, namely the provision that: "Non-degree teachers will receive Bachelor Degree pay less \$500.00". I hereby recommend that this clause be adopted in the current contract.

~~George T. Roumell, Jr.~~  
George T. Roumell, Jr.  
Fact Finder

Dated: October 25, 1968