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In the Matter of
PLYMOUTH SCHOOL DISTRICT

-and-

PLYMOUTH EDUCATION ASSOCIATION

George Rummell /

FINDINGS OF FACT AND RECOMMENDATIONS
OF FACT FINDER

At this point the Plymouth schools have been closed for two weeks. The Fact Finder has conducted hearings and exploratory sessions with the parties spending over twenty-six hours in such endeavor. At this point I am bound to make findings of fact and recommendations which I now do.

The Fact Finder believes that the Board of Education is devoted to education. The members have spent a great deal of time with the Fact Finder, including time into the wee hours of the morning. I believe that the Board is sincere in this situation. They have proven in the past, and I am sure that they will in the future, that they are very anxious to provide the best they can for the teachers of the system. Likewise, I believe that the administration has the best interests of the system at heart and has endeavored to find a way out of this situation.

I am also impressed with the Plymouth Education Association and its members. They are sincere people and have done an excellent

Plymouth School District

job in presenting their point of view. All sides are to be complimented for their efforts and assistance to the Fact Finder.

It is quite obvious to the Fact Finder that Plymouth has an outstanding educational program, thanks to the leadership of the Board and the Administration and the devotion of the teachers of the system. I was very impressed by the fact that much of the planning in the system has been done by joint efforts of both the Board and the teachers. I am only sorry that the collective bargaining process has broken down.

I believe that the public of Plymouth should know that there are two sides to every issue. It is not my job to pass on legal issues as such, but it has been my experience that just because teachers withhold services does not mean the teachers are to be blamed for failure of schools to open..

Likewise, Boards can not necessarily be blamed for the failure to open schools because they failed to meet the demands of teachers. In other words, the whole situation is a two way street. There must be a meeting of the minds. Neither side can be permitted to take advantage of the other.

Furthermore, there is no question that in the final analysis fair compensation must be paid to the teachers in order to continue building an excellent school system in Plymouth. After all, if Plymouth falls behind in its compensation schedule from the standards it has already set there will be a further problem of recruiting and teachers will go elsewhere where salaries are more competitive and eventually this will reflect itself in the entire system. On the other hand there is only so much money so that it falls upon the Fact Finder to try to resolve these conflicts.

Recognizing that all the Fact Finder's duty is to file a

report and be done with it. However, in terms of a plea to both the Board and the teachers I urge you to carefully read this report and reconsider your positions. I must remind you the settlement of any dispute in the courts will bring scars to the system that will tarnish every new school building. The Board cannot let this happen, nor can the teachers let it happen.

I do hope that this report will get the people back to the bargaining tables and get schools open on Monday, September 15, 1969. It may mean that both sides will have to retrench their positions, but after all collective bargaining is a compromise. It may mean that the Board will have to re-evaluate its priorities just as the teachers will but I think both parties can do it. They both have the interests of the school system at heart.

Apparently, collective bargaining in Plymouth has failed. For this reason, as in Northville, I recommended a contract of two (2) years duration so that the parties will have a long period between contracts to build the fundamentals of a good collective bargaining relationship. The board has asked for this and apparently the teachers have no objection. I think the board agrees with this assesment. Therefore, my recommendations are based upon a two (2) year contract.

The factor that contributes to the present situation is that last year the board was able to agree to a pay schedule that was among the best in Wayne County. This shows the board's good faith.

This year the board finds itself in a financial bind because part of the mileage was defeated, costs have gone up, and also the expectant increase in state aid did not materialize because of less then expected enrollment. Therefore, the board presented an offer to the teachers which was substantial less than the same offers presented by other boards in the Wayne County area who during the school year of 1968-1969 was paying substantially the same rate as Plymouth.

To get them out of this bind, the board claimed it was not in Wayne County or that it should not be compared with Wayne County School districts. There is no way in the world that I could accept such an argument. Last year, in Northville I rejected such an argument, and I have not changed my mind a year latter. In fact, based on the statements by Plymouth's own Chamber of Commerce and the statement by the Superintendent of Schools, if anything I am more convinced that Plymouth should be compared with Wayne County schools even more than Northville. The Plymouth Community Chamber of Commerce in a very delightful brochure refers to Plymouth as being part of the Detroit

Industrial Complex. I cannot help but refer to a statement made in The Plymouth Mail & Observer on September 4, 1968, by the Superintendent, James S. Rossman, when he said, "I am pleased that the children will start school this fall as usually, the settlement is not the range of our neighbors to the east, including Livonia and Garden City and Redford."

If ever I had any doubt, within a three (3) minute drive of the Board of Education office I found that I was in Livonia and within a five (5) minute drive I found that I was in Garden City.

It maybe unfortunate for Plymouth, but it appears to be located in Western Wayne County near some communities that have chosed to pay among the highest salaries in Wayne County. What may be good for Wayne County may not necessarily be good for Oakland County or Macomb County because of the conditions of geograph and attitudes. I hasten to add that the board was in step with the Western Wayne County Wage package last year and the year before and the year before. But its suffices to say that in all honesty Plymouth has been claiming in the past to be and by virture of geography is part of the Detroit Western Wayne County Industrial Complex.

I was not impressed with Ann Arbor rates in Northville. The fact that a large number of teachers come from Ann Arbor to teach, reaffirms my position. If Ann Arbor was competitive, these teachers would stay in Ann Arbor to teach. Apparently it is not. Furthermore, it has been my experience that university cities have a tendency to pay less because of the availability of teachers in that one spouse is still completing the college work while another is working, or the delightful atmosphere of a university city. The Ann Arbor atmosphere invites people to stay. It's a fact that there is an abundance in all professions in Ann Arbor for the above reasons.

Of course what I have just said will influence me in the economics. I will discuss this point further later.

The main issue is economics, and more specifically the salary schedule, but there are certain non-economic and semi-economic issues before me. I will now make recommendations concerning same.

In two areas the teachers will be upset with this report, namely the question of class size and the definition of the school day. I must in all candor say that you have had five months to negotiate a contract. You now come down to the spot where you need more money and yet you ask for a reduction in class size and you deprive the Board of flexibility in the school day. As a Fact Finder I cannot recommend both. The Board says they don't have any money. If I am to believe them then I suppose I don't recommend any more salary. If I take this position schools aren't going to open. The Board may say if I recommend more salary schools aren't going to open because there is no money. It is a vicious circle. Nevertheless, one way a Fact Finder can help the parties is not to reduce the class size situation and to give the Board more flexibility on the school day. It may be that in order to reach the settlement that I am proposing the Board may have to keep class size at the present level and even perhaps reduce programs. Therefore, I must give the Board these options. For these reasons I recommend that the Board's language as to the school day and class size be adopted.

Likewise, on the question of in-service training, curriculum improvement, initiation, compensation and after school substitute time bank for each building staff (in addition to scheduled in-service days), I must recommend that the request of the teachers be denied for the reason that there is no money available for these programs.

In regard to the issue of the language change in agency shop I recommend the teachers' language. I think it is perfectly legal. Obviously there is nothing for the Board to gain from refusing to incorpo-

rate said language.

In regard to the so-called Board Right or Management Right Clause, I think the language in the 1968-1969 contract is an excellent Management Right Clause and certainly gives the Board its inherent right to manage. It has been in previous contracts. The Board received excellent legal advice on this clause before and has one who is familiar with Management Rights clauses I would recommend such clause to my own clients. There is just no need to change it.

As to the question of binding arbitration I think, as I wrote in my Fact Findings report last year in the Gladwin School District, that binding arbitration should be a part of school board contracts. After all if the Board does not wish teachers' strikes, then obviously the quid pro quod for no strikes is binding arbitration so that they can be prevented. Therefore I would recommend the teachers' language with the following exceptions:

1. The request for arbitration must be within fifteen days after receiving the Board's final answer on the grievance;
2. The failure to re-employ probationary teachers shall not be subject to arbitration. After all the word "probationary" means just that and for many reasons the Board may not wish to re-employ a probationary teacher. In industry the grievance for the discharge of a probationary employee is not subject to grievance procedure. I think the same should be true here.

The Plymouth Education System is a large group and is getting larger. Therefore, I think the Association's proposal for release time for the P.E.A. president should and hereby is recommended.

As to the question of Association Release Time I would increase this to ten days from the present eight.

In regard to outside experience credit I would recommend experience credit up to eight years. The only way Plymouth can continue

to attract good teachers is to be able in some ways to attract experienced teachers. Nothing says that the Board has to hire the experienced teacher. If the Board is not satisfied with the experience all it has to do is not offer a contract. On the other hand, if the Board needs an experienced teacher, particularly in some of the more difficult fields where teachers are scarce, it should not handicap itself by not offering the credit.

As to the economics I have the following recommendations. The Board has advised me that the teachers' demands for improved hospitalization runs about \$12,000. a year. It is well recognized that employers are improving hospital and medical programs for their employees. Based upon this fact, plus the over-all low cost for the increase for this number of employees, I hereby recommend that, beginning the first year of the contract, namely now, the teachers' request for hospitalization and medical program be accepted by the Board.

In regard to life insurance I am lead to believe that the teachers now receive \$6,000.00 paid life insurance. Beginning the second year of the contract I would recommend that this be increased to \$10,000.00.

In regard to scheduled B and B-1, I recommend increases that will equal the Northville schedule or the present schedule, whatever is higher. In other words, if the Plymouth schedule now equals or is more than the Northville schedule, then the Plymouth schedule stays. If the Northville schedule is higher, then the Northville schedule will stay. This recommendation is for the first year's contract. I also add one other recommendation. I recommend that the in-car rage for driver education be \$5.25 per hour as this is consistent with prevailing rates in the area.

Beginning with the second year of the contract, I recommend

that the positions in the B and B-1 schedule for the second year be paid at either the same rate as I recommended for the first year, or the rate paid either Livonia or Northville, whichever is higher, during the second year of the contract. I recommend that the in-car driver education rate be increased the second year to \$5.75 per hour, and that the classroom rate be increased .25 an hour over the rate now paid.

As the readers may now suspect by my last comments, I have zeroed in on some comparisons, namely Livonia and Northville. The comparison with Livonia would be with their Level 2.

I want to report why I have zeroed in this way. Despite what I have said above there is some merit to a point of the argument that Plymouth is on the outer extremities of Wayne County; that it is not right next to the high paying River Rouge, or for that matter, Dearborn. I also suspect that the teaching conditions in Plymouth are somewhat more favorable than in some of the other higher paying Wayne County districts. This has a certain value to a teacher.

Therefore, I feel that a comparison should be with the two closest communities who are also still part of the Detroit industrial complex.

I advised the teachers that when I was in Northville I had to predict a two year contract. I am confident that my prediction for Northville was correct and if asked to make a recommendation for this year's contract at Northville and make the recommendation in September, 1969, I would come up with the same recommendation. Northville is farther away from the Western Wayne County industrial complex. It has other factors including a very low pupil-teacher ratio which dictates that salary.

On the other hand Plymouth is closer to West Wayne County. Livonia is very close. Therefore, there is a justification for a higher salary than Northville, particularly when last year the salaries were

higher than Northville and, therefore, if the Northville schedule was completely adopted, it would cause inequities in the Plymouth schedule and not give the appropriate wages that one should expect.

But there is a difficulty in the Livonia schedule. Livonia is in financial trouble. The teachers were right when they said this trouble was not caused by the salary schedule but by the voter millage rejection at the polls. But one cannot forget the voter and whatever it was, we hope it is not contagious in Plymouth. After all, the voter is the final boss and neither the Board nor the teachers can afford to antagonize the voter for it is quite obvious that the Board is going to have to go back to the voters for more millage. And I might add parenthetically that if the Plymouth residents want a good education system they should think about voting it a few more mills in the near future. There are many communities that pay more millage than Plymouth. The sons and daughters of the citizens of these other communities are competing for entrance into our state's and nation's universities. Thus, if Plymouth residents desire their children to be competitive educationwise they must not only provide excellent teaching facilities but they also must provide competitive salaries that will keep good teachers and attract good teachers.

So the reader then must realize that I am about to balance what I have said about Northville plus an attempt to avoid the Livonia dilemma.

I do not intend to prepare the exact schedule for the parties. I believe both parties have better mathematical capabilities than I. What I am going to do is to give the parties a guideline and then they can plug in the figures on the scheduled steps."

I wish to accomplish two things. With the monies that will need to be paid if my recommendations are followed, I hope to partially eliminate the hollow pay schedule which the teachers complain about. Second, I wish to strike an average between Livonia and North-

ville on the eleven step schedule and Plymouth.

My specific recommendation follows:

The Plymouth B.A. should begin at \$7500. Then Step 1 should be the difference between the Livonia Step 2 on the B.A. of \$7988. and the Northville step of \$7811. That difference, according to my mathematics, is \$177. Dividing by two, the in-between figure would be \$89.00. I therefore add the \$89. to the Northville schedule of \$8811. and come out with a recommendation of \$7900. This same procedure should be applied to all steps up through the 8th step. In regards to steps 9, 10 and 11, it is my intention that the top step on the B.A. schedule for the current year be \$11,800. As I figure it, therefore, the difference between the 8th step on the recommended Plymouth schedule which is \$10,691. and the \$11,800. would be \$1109. Dividing this \$1109 by three one gets approximately \$367. I would add \$367. to the last three steps in the Northville schedule to arrive at the last three steps of my recommended B.A. schedule with the last step being \$11,800.

As to the recommended Masters degree schedule I would start off at \$8225. which is also the difference between Livonia and Northville. Because the Livonia M.A. is on a 12 step schedule whereas Northville is on an 11 step schedule I cannot follow the same pattern as I would with the B.A. Therefore, what I have done is taken \$100 off of each of steps 1 through 11 of the Livonia M.A. and come up with a fair recommendation. Thus the new Plymouth M.A. schedule would be on the 12 step schedule as follows:

0.	\$8225.
1.	\$8736.
2.	\$9125.
3.	\$9613.
4.	\$10,400.
5.	\$10,888.
6.	\$11,375.
7.	\$11,863.
8.	\$12,350.
9.	\$12,838.
10.	\$13,325.
11.	\$13,800.

I appreciate that what I did on the M.A. isn't quite the difference between Livonia and Northville divided by two. I may have favored the Masters but I hope this encourages the B.A.'s to obtain the Masters' level.

For the second year of the contract every step on the schedule will receive the same numerical increase that they received this year plus \$25.00, but in no event more than then the difference between Livonia and Northville divided by two as worked out in the first year of the schedule. Thus, at B.A. beginning step, the increase this year was \$650.00. Next year I propose an increase of \$675 provided that this increase is no more than the difference between Livonia and Northville divided by two. I further propose that the M.A. schedule in the second year be on 11 rather than 12 steps.

This second year formula keeps up with inflation, yet insures against any school board negotiations concluded in^a/possible recession climate.

Obviously, I have struck an average between Livonia and Northville. During the first and second year of the contract I have recommended a proposal that will cost certain dollars. If the teachers desire to take the dollars that my proposal will require and instead put it on an index so that the dollarwise amount result in both the first and second year would be the same as my recommendation, I would be amenable to such a proposal. I have tried to correct the hollow schedule. If the same monies can be used to do it otherwise, I shall so listen.

In one particular, the parties put me at a disadvantage. They were too far apart on the salary schedule at the beginning of Fact Finding. I figure they were half a million apart. It is very difficult for a Fact Finder to narrow such a wide gap. I have done my best. I have roughly

figured that the package I am recommending will add between \$150,000. to \$200,000. to the Board's last official offer. The Board was willing to add an \$75,000. to the package. This leaves approximately \$75,000. to \$125,000. left to meet the package.

I will not tell the Board how to finance this increase, but I do suggest to the Board to reallocate priorities in its budget. It may have to cut services. It is going to have to ask for increased millage.

In the meantime, may I suggest the following. The Board has said that it expects 9200 students, and It further stated it can teach 9200 students with a staff of 414. The Board has hired 420 teachers. It says that it needs to hire four and one-half more teachers. Obviously, the 9200 children or 9300 children can be taught with the 420 faculty, and, therefore the additional four and one-half teachers would not have to be hired, meaning a savings of \$35,000.

Over the last five years there has been an average increase of around 650 new students with increased state aid. The Board now suggests that this year the increase will only be 229. Based upon my survey of Plymouth and the curtailment of building, I agree that the increase in enrollment will not be as great as in the past. However, I predict that the increase will be at least 100 more than the 229. This would mean \$40,000. more state aid for students that could be taught by the same staff. If this \$40,000. is added to the \$35,000.00 as I suggested above, plus the \$70,000. the Board was willing to offer at fact finding, we have now picked up \$140,000.00 of the proposed \$200,000.00 needed. The Board indicated that it expects a \$65,000. balance in its budget. This may or may not be true, but as it is we now have the \$200,000.00.

If I am wrong, then the Board is going to have to do some cutting in other parts of the budget.

In regard to graduate credit I recommend the language proposed

by the teachers except that the rate for the first year of the contract would remain \$18.00 a graduate hour, and in the second year of the contract shall be \$20.00 a graduate hour.

If the Board believes it can not meet the recommendations, it will just have to reallocate its budget. And I say to you teachers that if the Board comes near accepting these recommendations, you should accept it and open school. Teachers cannot expect in Plymouth, for the reasons I suggested above, Dearborn or River Rouge salaries.

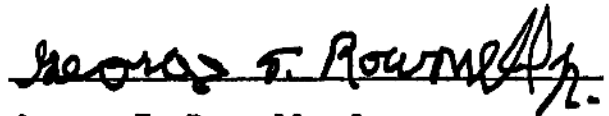
I again urge both parties to give serious consideration to these recommendations so that school may be opened on Monday, September 15, 1969.

So that there will be no misunderstanding, the M.A. Plus 30 schedule as applicable to Plymouth, would be as follows:

3-4	\$10,000.
7-8	\$11,850.
11-12	\$14,200.

I shall hold myself available to the parties if they care to meet with me on Sunday to clarify any points particularly in reference to my views on salary, or to figure out the math of same.

Dated: September 13, 1969


George T. Roumell, Jr.