

STATE OF MICHIGAN
DEPARTMENT OF LABOR

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

Before Theodore J. St. Antoine, Fact Finder
Appointed by the Michigan Employment Relations Commission

Michigan State University
LABOR AND INDUSTRIAL
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In the Matter of

REESE TEACHERS EDUCATION ASSOCIATION

-and-

REESE PUBLIC SCHOOLS BOARD OF EDUCATION,
REESE, MICHIGAN

Theodore J. St. Antoine 2-8-71

FACT FINDER'S REPORT

INTRODUCTION

These fact finding proceedings arise out of collective bargaining negotiations between the Reese Teachers Education Association (the Association) and the Reese Public Schools Board of Education (the Board). The Association is the exclusive bargaining agent for the 46 teachers in the district.

When negotiations between the parties were unable to produce agreement, the Association filed an application for fact finding on September 8, 1970. On September 9, 1970, the Employment Relations Commission, finding that the conditions precedent to fact finding existed and that fact finding should be initiated, appointed the undersigned to conduct a hearing pursuant to section 25 of Act 176 of Public Acts of 1939, as amended (Mich. Stat. Ann. § 17.454(27); Mich. Comp. Laws § 423.25) and the Commission's Regulations, and to issue a report

Reese Public Schools Board of Education

with recommendations on the matters in dispute.

A series of public hearings was held by the Fact Finder at the Reese Elementary School in Reese, Michigan, on October 12, October 31, and November 9, 1970. The Association was represented primarily by Mr. Vernon Henrichs, assisted by Mr. John Boss, Mr. David Stafford, Mr. Vito Tuteria, and Mr. George Worden. The Board was represented by Mr. Alan Luce and Dr. Bruce Dunn. At the hearings each party submitted written exhibits and offered oral testimony. In addition, both parties furnished a substantial amount of post-hearing evidence or statements by mailed communications dated November 20, November 23, November 24, November 27, December 2, and December 15, 1970, and January 25, 1971. The Fact Finder has carefully considered the parties' helpful exhibits and testimony, and on the basis of all the evidence, makes the findings of fact and recommendations set forth below.

GENERAL OBSERVATIONS

To place the individual findings of fact and recommendations in proper perspective, a few general observations will be made first. The Reese School District is primarily a farming community with no substantial industrial tax base. In recent years economic conditions have been depressed. Since 1962 the voters have rejected six out of fourteen bond and millage proposals. Reese's operating millage of 13.50 for 1969-70 was one of the three lowest among 24 school districts of comparable size in southeastern and central southeastern Michigan. (Reese

has 1243 students enrolled in its elementary and high schools). An accreditation evaluation in April 1970 found Reese sub-standard in curriculum, class size, and school plant. In light of the district's per pupil State Equalized Valuation (SEV) of \$25,168, the accreditation consultant also concluded that the community's level of financial support is inadequate, and will not permit the district to maintain a satisfactory school program. There was no suggestion that the quality of the teaching staff had deteriorated.

It is possible, but doubtful, that Reese voters are able and willing to provide a substantially higher level of financial support than at present. The primary argument of the Association, as I understand it, is that the requested wage raises and other benefits can be financed from current revenues. The Board itself has conceded that the district will receive \$61,881 more in total revenue in 1970-71 than in 1969-70. (This does not take account of the possible loss of some state aid, a matter which I find too speculative for calculation.)

In addition, the Association argues that the general fund equity, approximating \$25,000 as of June 30, 1970, should be considered budgetable. Here, I find the Board persuasive in demonstrating that the greater part of this amount reflects (1) delinquent taxes whose payment will immediately be offset by further delinquencies on the 1970-71 levy (the Board budgets 100% of current levies); (2) prepaid insurance, which counts as an asset but is not budgetable; and (3) other funds not convertible to cash, since they are designated for hot lunches or

special activities.

The Association also insists that the Board has available another \$49,000, since that amount was supposedly spent in 1969-70 in response to Citizens' Committee recommendations and need not be repeated this year. I am in agreement with the Association that the Board's analysis of expenditures totaling \$48,081 is unsatisfactory; for example, a number of the items listed do not seem to have anything directly to do with the Citizens' Committee recommendations. What is more important for present purposes, however, is the extent to which these 1969-70 expenditures represent nonrecurring items, thus becoming available for new 1970-71 budgeting. The Board itself states there are \$18,896 worth of nonrecurring items. I think the Association is closer to the mark in saying another \$18,271 of expenditures for textbooks, lab and shop equipment, desks, chairs, audio-visual equipment, etc., is also nonrecurring, at least in the current year. As a conservative estimate, I would find that about \$30,000 was spent in 1969-70 on items that will not have to be replaced in 1970-71. Naturally, this rough calculation does not take account of the possibility that other nonrecurring expenditures will have to be made in 1970-71 that were not necessary last year. (The Board has not supplied a detailed tentative budget for this year.) In any event, on the basis of all the evidence presented to me, I conclude that the Board has available to it at least \$62,000 - \$92,000 beyond the amount needed to cover recurring expenditures in last year's budget. From this, however, must be deducted approximately

\$33,000 needed to pay for new buses and to provide for "free" textbooks and supplies as required by the Supreme Court's recent decision.

My conclusion is that a total of no more than \$30,000 - \$60,000 can be used to meet teacher demands unless services are curtailed or additional revenue is secured. (The Association suggests that the Board sell the house that is furnished the Superintendent for \$600 annual rental. This form of compensation is something of an anachronism, and I take note of the house as a possible source of extra funds, but I do not consider it my function to advise the Board on its disposition.) In light of the entire financial situation at Reese, and in light of the evident needs of the teachers, my general approach will be to concentrate on providing salary increases rather than any dramatic innovations in the fringe benefit pattern. I shall also take account of the fact that whatever goes to teacher compensation cannot go to plant or program improvement, and that Reese is already under criticism for serious deficiencies in those areas. Very soon, the voters of Reese will have to respond with more financial support or the district will be crippled in plant, program, and teaching staff.

FINDINGS OF FACT AND RECOMMENDATIONS

The Fact Finder will deal in turn with each of the Association demands presented and contested at the hearing:

1. Reduction in Personnel

Facts: The Association wants what it describes as an

orderly procedure, which will be fair to the teachers, for reduction in staff due to a substantial decrease in the number of students enrolled or a substantial decrease in the revenues of the district. The Board feels that laying off teachers is the Board's prerogative.

Protection against arbitrary job action is one of the basic rights secured by collective bargaining. This does not necessarily mean that management cannot determine when a layoff is required, but it does mean that the union will have a voice in deciding who will be laid off. A number of teachers' contracts in Michigan provide for an orderly scheme of layoffs, often in considerable detail. While some contracts limit layoffs to situations where there is a substantial decrease in enrollment or in revenues, I believe the present precarious financial situation in Reese indicates the Board should not be restricted in its decisions on the need for a layoff. On the other hand, I see no reason, except some outmoded notion of managerial prerogatives, for refusing the union's request for bargaining over the manner and effects of the layoff. Indeed, I think the well-established principle of seniority should be accepted as the basis for making layoffs, in the absence of a Board-Association agreement to the contrary. With this and other minor modifications, the Association's proposal on this point should be adopted.

Decision: A new paragraph should be added to the Agreement, in the following or similar language:

"Before the Board makes any reduction in personnel, it

will first negotiate with the Association regarding the manner and effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the re-employment rights of such person. Unless the Board and the Association agree otherwise, persons performing the same teaching duties and possessing the same educational qualifications shall be laid off in the inverse order of their seniority, with all probationary teachers laid off before tenured teachers."

2. Agency Shop

Facts: The Association desires a clause requiring all persons who are not members of the Association to pay a fee equal to membership dues in order to help defray the costs of maintaining the organization. The Board considers such a so-called "agency shop" to be unfair to dissident teachers, and of dubious legality.

The agency shop constitutes a partial compromise between those who believe that no person should be a "free rider" in collective bargaining, receiving its benefits without paying its costs, and those who, on the other hand, believe no person should have to join an organization against his will in order to get or keep a job. Under an agency shop, an employee need not become a member of a union in the technical sense, nor assume any special obligations of membership. But he must contribute to its financial support, usually in an amount equal to the regular membership dues. At present, some 50.7% of all teacher units in the state have agency shops. Among them are several districts near Reese, which are comparable to it in size and

character. But the majority of the districts in Tuscola County, where Reese is located, do not have agency shops.

At the time of the hearing, annual dues for the Reese Teachers Education Association were \$30; for the Michigan Education Association, \$82; and for the National Education Association, \$25. Thus, total annual dues for the RTEA and affiliates were \$137.00, payable in ten monthly installments of \$13.70. Only one teacher in Reese is not now a member of the Association. The Board and the Association have negotiated a checkoff arrangement, whereby teachers may voluntarily authorize payroll deductions covering membership dues.

The Michigan Employment Relations Commission has sustained the validity of the agency shop under the Public Employment Relations Act. But in Smigel v. Southgate Community School District, decided May 28, 1970, the Michigan Court of Appeals indicated that at most an agency shop contract could only require of a nonmember a payment exactly equal to the non-member's proportionate share of the cost of collective bargaining.

I conclude that the Association is entitled to a carefully drafted agency shop clause. In private industry the ethical and labor relations questions have largely been resolved in favor of some form of union security: union security fairly distributes the expense of collective bargaining; it helps avoid divisiveness among the work force; and the encroachment on individual rights, essentially a financial obligation, is minimal. The trend would suggest that the agency shop will become the accepted form of union security among Michigan teachers. While

some legal questions may remain, the view of the Michigan Employment Relations Commission is likely to win ultimate approval, at least as to an employee's proportionate share of the costs of negotiating and administering the contract. While Reese, as a rural community, might seem less receptive to any form of compulsory unionism, there is evidence that several similar neighboring districts have adopted the agency shop. Even the one holdout teacher in Reese was a union member until the dues were increased, so her opposition does not appear to be a matter of conscience.

Decision: A new paragraph should be added to the Agreement, in the following or similar language:

"Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of the commencement of teaching duties, or from the effective date of this agreement, whichever is later, shall as a condition of employment pay to the Association, either directly or through payroll deductions, a representation fee to be established by the Association in accordance with applicable law, and certified to the Board by the Association. Such representation fee shall not exceed the total amount of membership dues payable to the Association, the NEA, and the MEA." [If there is any doubt in their minds, the parties should add language to the effect that noncompliance with the fee requirement shall be immediate cause for discharge, although this is implicit in the language recommended.]

3. Duty Free, Uninterrupted Lunch Periods

Facts: The Association wants a specific period of time allotted to each teacher for his lunch period during which he will be freed from assigned duties. This would affect the high school primarily, since lay personnel are on duty in the elementary school. The Association suggests that three laymen could handle the task, receiving \$2.00 each per hour for $1\frac{1}{2}$ - 2 hours a day. I conclude this arrangement would cost approximately \$1,000 during each 18-week semester. There are 23 teachers in the high school on the noon duty roster. Since there are two lunch periods, this means that each teacher serves on the average fewer than two weeks during each semester.

I cannot tell exactly how high a priority the Association assigns to this particular item. This is just the sort of issue that more effective and understanding collective bargaining between the parties might have resolved. But evidence is lacking that lunching in the same room with a group of high school students a couple of weeks each semester is so boisterous or otherwise disturbing that it should be halted at a cost of \$2000 or so a year in a time of financial stringency.

Decision: The present rotating noon duty system should not be contractually altered at this time by providing an uninterrupted lunch period for all teachers.

4. Study Hall Loads

Facts: The Association insists that if there are more than

50 students in a study hall, there should be two teachers or one teacher and two paraprofessional aides present to maintain order and discipline. The Board maintains that it cannot afford to hire aides or release a teacher from another assignment for this task.

At the hearing it developed that this Association proposal is in fact being implemented, even though the Board continues to oppose it in principle. Moreover, in a most commendable exhibition of candor, which I trust will be properly appreciated by the Board and the Superintendent as the best way to gain the confidence of a Fact Finder or any other outside agency, the principal of the high school forthrightly acknowledged that more than one teacher is needed to provide adequate supervision in study hall, once the number of students exceeds 50. In these circumstances, the Association's demand should be granted, with one qualification. I regard any aides who may be hired as employees of the School as subject to whatever instructions the School deems appropriate, and not necessarily (though perhaps desirably) accountable to the teacher in charge of the study hall.

Decision: A new paragraph should be included, presumably in Article VI of the Agreement, in the following or similar language:

"Whenever a study hall with more than fifty (50) students is scheduled there shall be not less than two (2) teachers or one (1) teacher and two (2) paraprofessional aides assigned to

such study hall."

5. Pupil-Teacher Class Ratio

Facts: The Association feels that a definite, non-violable student load should be established throughout the school system, with a reduction in the current maxima and the setting of new optimum class sizes.

I am satisfied that Reese is in serious trouble because of increasing class sizes. The Association has demonstrated to my satisfaction, for example, that the average class in the high school has crept over the 30-students level. And the accreditation consultant in April 1970 singled out class size as one of Reese's three gravest problems.

Nonetheless, I am not prepared to accuse the Reese Board of irresponsibility concerning this matter. The Association's own figures indicate that the average class in the high school consists of 30.9 pupils, or less than one above the goal set in the last Board-Association contract. Moreover, Reese today faces a dilemma: it must raise teachers' salaries or lose its most qualified personnel; it cannot raise salaries and at the same time add a substantial number of staff members. I reluctantly conclude that this issue cannot be resolved satisfactorily at the present time by the imposition of specific limits in a collective bargaining agreement. Instead, the Reese Board and the School administration should be permitted to exercise some discretion in juggling the number of students and the number of teachers in a period of financial crisis.

Eventually, of course, the district must find a way to reduce class size or quality education in Reese will be finished.

Decision: There should be no change in the present provision governing class size; specifically, no definite, nonviolable student load should be established by contract at this time.

6. Elementary Lunch Room Facilities

Facts: The Association feels that a teacher lunchroom - lounge could be instituted within the present elementary school building through the conversion of storage space, and that work room facilities could be provided in the present teachers' lounge, which the Association considers inadequate as a lounge. The Association also wants the professional library in the high school equipped as a teacher work room. The Association argues that these changes could be made at a nominal cost. The Board opposes these rearrangements, primarily on the ground that there is a serious shortage of space.

Personal inspection of the premises satisfies me that the existing teachers' lounge in the elementary school is not really adequate to serve almost two dozen teachers. Moreover, if the teachers must do a substantial amount of typing and duplicating, it would be desirable to provide the proper facilities for performing these tasks efficiently. At the same time, I recognize the district's space problems, and, as stated at the

outset, I am following the general approach of minimizing expenditures in the fringe benefit category. Nonetheless, space now used for storing supplies and equipment could rather easily be converted to teacher uses; this would result in some inconvenience in handling school equipment, but I think as between that and the teachers, the teachers deserve priority. My conclusion is that the contract should contain a clause guaranteeing in general terms the right to adequate restroom, work room, and lunchroom -lounge facilities. I do not accept the Association's proposed language, which seems to suggest that there should be a separate lounge and lunchroom. Moreover, since the work room is intended for a school function rather than the teachers' personal comfort, I shall leave the Board with some discretion about providing and equipping it.

Decision: Paragraph E of Article VII of the Agreement should be rewritten in the following or similar language:

"The Board shall make available in each school adequate restroom and lavatory facilities separate and apart from student facilities; a room adequate in size and appropriately furnished, which shall be reserved for use as a faculty lounge where smoking shall be permitted and as a lunchroom for teachers separate and apart from student lunchrooms; and, whenever practicable, a work room and materials center properly equipped for typing and duplicating."

7. Transfer of Leave Time

Facts: The Association has proposed allowing transfer of

unused leave time for incoming teachers, up to a maximum of thirty (30) days. This provision might make Reese more attractive to teachers from elsewhere contemplating a move to this district. So far as the teachers now in the system are concerned, it would obviously be of no value except as it might encourage other districts to insert similar clauses, thus increasing the mobility of all teachers throughout the state. I can see where this type of transfer provision may have considerable merit, and I commend it to the parties' future consideration. But I hesitate to recommend its inclusion over the objection of the Board, in the absence of any evidence regarding the extent of its acceptance throughout the state. It does, of course, constitute an additional, if minor, charge on the district's budget.

Decision: There should be no provision added to the Agreement at this time to permit the transfer of unused leave time for incoming teachers.

8. Personal Leave

Facts: The Association has proposed making the third day of personal leave with pay. At present a teacher is allowed to take up to three days at his discretion to transact personal business. The first two days are with pay and the third is without pay. There was little evidence at the hearing to suggest that this Association demand reflected a pressing teacher need. Apparently there are few similar provisions in other teacher

contracts. In keeping with my cautious approach on fringe benefits, I shall not adopt the proposal for pay on the third day of personal leave.

Decision: There should be no change in the present policy of granting three days of personal leave at the discretion of the teacher, with the first two days with pay and the third day without pay.

9. Educational Conferences

Facts: The Association proposes that attendance at educational conferences should not be subtracted from leave time. The Board insists that attendance at such conferences, if at the teacher's request, must be subtracted from leave time. At present teachers are allowed a total of 15 days leave of absence with pay, for approved reasons, during any school year. This includes, according to Article VIII, paragraph D-5 of the Agreement, "at least two (2) days for attendance at educational conferences." Under Article VIII, paragraph E-3, however, time necessary for attendance at educational conferences will not be deducted from the teacher's allowance of leave time "where such attendance is requested by the administration."

The compromise on this point contained in the present Agreement appears reasonable. If the Board wants the teacher to attend a conference, the Board pays and the teacher suffers no loss of leave credits. If the teacher wants to attend on his own, the Board still pays for at least two days, but the time

is deducted from the teacher's accumulated leave. This approach seems fairly to reflect the fact that teacher education and training is a dual concern of both teacher and school district. I have not been presented with evidence of any substantial inequity in the operation of this system, and therefore recommend that it remain as it is.

Decision: There should be no change in the present policy governing leaves of absence to attend educational conferences.

10. Association Days

Facts: The Association demands that at the beginning of every school year, the Association shall be credited with fifteen (15) days to be used by teachers who are officers or agents of the Association at the discretion of the Association. At present, under Article IV, paragraph C, a teacher engaged in negotiations, grievance handling, or arbitration on behalf of the Association, is released from regular duties without loss of pay. I was not presented with persuasive evidence that the grant of 15 extra leave days is necessary to enable the Association to discharge its responsibilities effectively. The proposal does constitute another budget item. For these reasons I shall not accede to the Association's request for special leave days. In reaching this result, I have taken account of the provision in Article II, paragraph C, which states: "The Association and its members shall have the right to use school facilities at all reasonable hours for meetings." I assume

this would cover a single Association representative's filling out a report, drawing up a meeting agenda, etc., but this should be made explicit.

Decision: There should be no change in the Agreement concerning extra leaves of absence for Association representatives, but the following phrase should be added to the first sentence of Article II, paragraph C: "or the transaction of other reasonable Association business."

II. Insurance Protection

Facts: The Association wants so-called "full family" health insurance coverage, or, at the option of the teacher, the application of the amount of the premium on a full family policy toward any other program available through the Michigan Education Special Services Association. "Full family" coverage costs \$444 a year. At present the Board contributes \$10.00 a month, or \$120.00 a year, toward the cost of hospitalization, group life, or income protection insurance, at the option of the teacher. At the fact-finding hearing the Association presented evidence that 53% of all the school districts across the state provide full-family health coverage, and that 96% provide more insurance benefits than Reese. The Association also pointed out that about a dozen districts in the immediate vicinity, including three rural areas, offer full family protection. In addition, Akron-Fairgrove provides full single person coverage this year, and will proceed to full

family next year, and Cass City contributes \$360 a year to the policy of a teacher's choice. To this the Board responds that it cannot afford to meet the Association's demand, and that as between straight salary increases and such fringe benefits as insurance, most teachers prefer a salary raise.

The low estate of Reese's insurance program is deeply troubling. The Association correctly observes that the tax consequences of compensation in the form of insurance contributions rather than straight salary, and the personal security provided by the former, may greatly outweigh the advantages of cash in the pocketbook. Protection against the ravages of illness is one of the most vital needs of employees today. At the same time, of the neighboring districts listed by the Association as having full family hospital coverage, only Caro seems genuinely comparable to Reese. Akron-Fairgrove and Cass City, also comparable, have lesser programs. Moreover, the meager insurance program now in existence at Reese must to some extent reflect the different emphases placed on different forms of compensation by the Association and its members during the last few years.

Reese should arrange as quickly as is feasible to provide full family health care protection for its teachers. In view of the factors I have detailed, however, I do not see how a Fact Finder could in good conscience recommend so dramatic a change in the district's insurance program in a single year. I would have been prepared to recommend that the Board double its insurance contribution to \$20.00 per teacher per month this

year, with the understanding that negotiations for a further increase be undertaken next year. Since the 1970-71 academic year is already half gone, it seems appropriate to increase the Board's contribution to \$25.00 per teacher per month, retroactive to the beginning of the second semester or to whatever is the earliest subsequent date on which insurance coverage can be obtained. I calculate the additional cost of this adjustment for 1970-71 as approximately \$5,000.

Decision: The Board's contribution toward one of the several optional plans of insurance protection for each teacher, as set forth in Article IX, paragraph A of the Agreement, shall be changed from \$10.00 per month to \$25.00 per month, retroactive to the beginning of the second semester of the 1970-71 academic year, or to whatever subsequent date is the earliest on which increased insurance coverage can be secured.

12. Hearing for Dismissed Probationary Teacher

Facts: The Association proposes that the Board provide for a hearing for a dismissed probationary teacher whenever such a hearing is requested. The Board declares it has no legal duty to grant such a hearing, and does not wish to assume a contractual obligation. Apparently this demand does not result from any serious practical problem. Probationary teachers have been allowed to appear before the Board when they have so requested. This procedure does not seem to be common in teacher contracts across the state, and I shall not recommend it for Reese.

Decision: No provision should be included in the Agreement granting to dismissed probationary teachers the right to appear before the Board upon request.

13. Salary Schedule

Facts: The Association wants a salary schedule "in keeping with comparable districts." By this it means, specifically, a B.A. Minimum of \$7500, a B.A. Maximum of \$11,250, an M.A. Minimum of \$7950, and an M.A. Maximum of \$11,925, with corresponding adjustments for persons at various yearly steps and for persons with various hours of postgraduate work beyond the B.A. and the M.A. The Board, arguing lack of funds, offers a 5% total increase in the wage package, to be distributed as the parties may agree.

In 1969-70 the B.A. Minimum in Reese was \$6900, the B.A. Maximum \$9700, the M.A. Minimum \$7300, and the M.A. Maximum \$10,200. The Association proposal would increase the expenditures for basic instruction about \$53,000 a year; the Board's offer would increase them about \$20,000.

During the past year the cost of living has increased a bit more than 5.5%. In recent years the B.A. Minimum level in Reese has been increasing about \$500 a year. A similar increase this year would bring the B.A. Minimum to \$7400, which would place Reese exactly in the middle of the 40-odd districts comprising Michigan Region 11. The \$500 increase would also represent a 7.2% gain over 1969-70, which is slightly below a "standard"

state-wide settlement figure of 8% for teachers this year. But 7.2% more than makes up for the cost of living increment, and for a financially distressed district seems a reasonably generous increase. I shall therefore set the B.A. Minimum for 1970-71 at \$7400.

Over the last four years the B.A. Maximum at Reese has increased on the average \$650 a year. This has meant a constantly widening gap between the Reese figure and the state median. The inevitable result of this trend, if continued, will be the loss of quality personnel with substantial experience in teaching. I do not think the Fact Finder is entitled to make a radical correction in the direction the parties themselves have apparently taken in recent years. But a modest adjustment seems appropriate. I shall therefore increase the B.A. Maximum approximately 8.2%, or \$800, to \$10,500. This still will leave Reese only tied for twenty-third place among the 41 districts in Region 11. The differential between each step on the B.A. scale will be \$310.

A similar approach to the M.A. scale will be followed. A 7.2% increase at the minimum level yields a gain of about \$550, which brings the M.A. Minimum to \$7850. This puts Reese in a tie for twenty-seventh place among Region 11's 41 districts. The status of Reese's M.A. Maximum is even more disturbing; it has been falling behind the state median at an accelerating pace ever since the mid-'60s. Plainly, Reese is at a serious competitive disadvantage in seeking the most highly trained and

experienced teachers. Again, however, I shall only apply a modest corrective factor, and increase the maximum by 8.2% or \$850. This raises the M.A. Maximum to \$11,050, good for twenty-eighth place in Region 11. The step differential on the M.A. scale will be \$320.

According to my calculations, the total increase over the 1969-70 salary budget will amount to something in excess of \$30,000. This places a strain on Reese's finances, without doubt, but in view of the total fiscal picture, as previously discussed, it appears realistic and manageable. Without such an increment, in my judgment, the students in the Reese system will be consigned to a second-class education.

Increases for teachers with hours beyond the B.A. and the M.A. will be in keeping with the differentials in the 1969-70 Agreement.

Decision: The following shall be the schedule of basic teachers salaries, retroactive to the beginning of the 1970-71 school year:

YEARLY STEP	Bachelor's Degree	Bachelor's Plus 20	Master's Degree	Master's Plus 30
1	7400	7625	7850	8300
2	7710	7940	8170	8630
3	8020	8255	8490	8960
4	8330	8570	8810	9290
5	8640	8885	9130	9620
6	8950	9200	9450	9950
7	9260	9515	9770	10280
8	9570	9830	10090	10610
9	9880	10145	10410	10940
10	10190	10460	10730	11270
11	10500	10775	11050	11600

14. Outside Teaching Experience Credit

Facts: The Association feels that full credit for teaching experience outside the school system should be allowed whenever the prior service is deemed satisfactory. At present, credit is given for the first five years of out-of-state experience and for the first seven years of in-state experience. The Association proposal, if widely adopted, would unquestionably increase teacher mobility throughout the country. I can well imagine this would be beneficial to education generally. But the Board resists this proposal, and I am not satisfied that the evidence before me justifies a recommendation to include such a provision.

Decision: The provision in the Agreement governing credit for experience outside the school system should remain unchanged at this time.

15. Special Education Supplement

Facts: The Association feels that Special Education teachers should receive a supplement in line with nearby districts, and suggests the amount of \$350. At present Reese pays Special Education teachers an additional \$200. Of the eight other Tuscola County districts, two paid \$300 in 1969-70, two paid \$345, three paid between \$400 and \$500, and one was unknown. Special education is demanding, important work. The Board presented no evidence, apart from its general financial condition, to support a special education supplement so out of line with neighboring districts. The Association's demand should be granted.

Decision: The provision in the Agreement governing compensation for special education should be rewritten in the following or similar language: "Personnel employed as Special Education Teachers shall be paid an additional three hundred fifty (\$350.00) Dollars above their placement on the schedule."

16. Extra Pay for Extra Duties

Facts: The Association wants a "fair increase" in

payments for extracurricular activities. At present Reese budgets about \$11,000 for extra compensation to teachers handling athletics and certain nonathletic activities. The suggested Association raises would hike this figure about \$4000 a year. My suspicion is that at least some of these proposed increases are justified. But I have before me no comparative figures on payments for such activities in similar or neighboring districts. And in light of the \$35,000 or so already allotted for increases in salaries and insurance contributions, I feel a fair regard for the Board's financial problems requires belt-tightening at some point. This, to me, seems the logical place. And if less compensation produces less enthusiastic management of athletic teams and other extracurricular endeavors, perhaps that is the quickest way to get the message across to Reese parents that more adequate funding of their school district is a must.

Decision: There should be no change in the existing schedule of payment for extracurricular activities.

17. Voluntary Participation in Extra-curricular Activities

Facts: The Association feels that no teacher should be required to participate in extracurricular activities, except as class advisors when acceptable volunteers cannot be found. At present, all extracurricular activities may be manned by teachers pressed into service, if volunteers are not obtained within two weeks. No teacher is required, however,

to accept more than two involuntary assignments. I sympathize with the teachers' position on this issue. But the Board presented evidence that at the time of hiring, extracurricular activities are discussed with applicants, and their ability and willingness to handle such assignments are taken into account in employing them. Moreover, the "freeze" on compensation for extracurricular activities which I have instituted is not going to make the Board's job any easier in securing volunteers. Accordingly, I shall leave the present system as it stands.

Decision: No change should be made in the present provision governing extracurricular assignments for teachers.

18. School Calendar

Facts: The Association wants 180 days of student instruction with an adequate Easter recess (April 9-16, 1971) and with school ending for students on June 9, 1971. The Board maintains that Reese schools have traditionally closed before the second week of June because the boys are needed on the farms. The Association responds that there is actually more field work in September, and that only about a dozen students ask to be excused. It may be that the Association has the better of this argument, but I am loath to change a long-standing school calendar without a strong showing of need or desirability. The Association has not spelled out exactly why an extended spring recess is so preferable to an early termination of the school year. The claim that the

boys are needed on the farm in early June was challenged but not clearly refuted. On balance, I think it best to leave this question to future bargaining between the parties, without a recommendation that the Association's proposal be adopted.

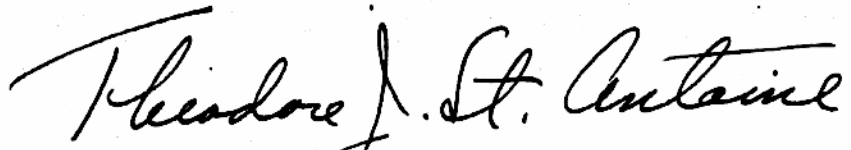
Decision: Unless the Board and the Association agree otherwise, the traditional school calendar, calling for a short Easter vacation and an early closing in June, should not be changed.

19. Semester Exam Schedule

Facts: The Association has proposed an examination schedule which will provide a full day of instruction with adequate time for exams and supervised study. The Board's position is that the setting of the exam schedule is a responsibility of the administration. My attitude on this issue is like my attitude on the previous issue. The Association's proposal is plausible and perhaps should be adopted. But I believe that a highly convincing case must be made out before a Fact Finder should override an administrator's discretion and write an examination schedule into an annual collective bargaining agreement. This would seem especially true when the suggested schedule intermingles classes and exams throughout the day; no evidence was presented on the educational wisdom of such a procedure. I shall therefore

not adopt the Association's proposal.

Decision: No provision should be added to the Agreement setting an examination schedule as proposed by the Association.

A handwritten signature in cursive script that reads "Theodore J. St. Antoine". The signature is written in dark ink and is positioned above a horizontal line.

Theodore J. St. Antoine
Fact Finder
968 Legal Research Building
Ann Arbor, Michigan 48104

Dated: February 8, 1971