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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the matter of
SALINE BOARD OF EDUCATION
-and-
SALINE EDUCATION ASSOCIATION

On August 20, 1969, the undersigned, Leon J. Herman, was appointed by the Employment Relations Commission as its hearing officer and agent to conduct a fact finding hearing relevant to the matters in dispute between the above parties, pursuant to Section 25, of Act 176 of Public Acts of 1939 as amended, and the Commission's regulations. Accordingly, and upon due notice, hearings were scheduled and held on August 28 and September 2, 1969 at Saline High School, Saline, Michigan.

Fred B. Schwarze, Attorney; Harold J. Hintz, Superintendent and Elaine Heiserman, Board Member, represented the Board of Education.

Kirk L. Curtis, MEA representative; Dick Holzhauer, Chief Negotiator; Howard McCann, Carol Burmeister and George Bonich, Negotiators; and Jay C. Starkey, President, appeared on behalf of the Association.

I think it should be understood at the outset that I am no modern day Moses leading bargainers in labor disputes through the wilderness into the Promised Land. Nor am I appointed by the Labor Department to recommend a Utopian agreement that everyone can be

Saline Board of Education

happy with and that everyone finds is suited to his desires. Nothing could be further from reality. My only function in this proceeding is to recommend a working solution, an area of potential agreement that I think should be reasonably acceptable to both sides. I do not infer it will satisfy all elements of each side, but I do feel that it would meet their basic needs and should be acceptable as a basis for final negotiations.

Of the non-economic issues involved, the agency shop is the one most urgently pressed by the Association. I am also advised by the Board representative that an agency shop is repugnant to the Board, although it has no objection to deduction of dues and has done so for some time past.

I believe I made quite clear to the parties that I am in favor as a general rule of the agency shop. I agree with unions that a free rider is not entitled to the benefits that he gets from the efforts and expense put out by the Association on his behalf as well as for its own members. I also believe that a union should be entitled to the security of control of the membership in the school teaching force insofar as it legally can, so that it may represent the teachers with assurance.

It is nonetheless a fact that the agency shop issue is an obstructive stumbling block in the way of a prompt settlement of the issues here. It should be noted that there are altogether 123 teachers in the system, including some new ones who have just been hired for this season. As of June 30th, 105 teachers were members of the Association. The Association has no objection to a grandfather clause, which would eliminate a number of teachers from the fee-paying obligation. The new teachers who have just

been hired will probably, in the majority, join the Association. This is not a school system where the Association needs assurance and security in representation of its membership. It already has it.

I therefore recommend that the agency shop not be included in this contract.

The Association has proposed that class sizes be reduced. The Board has proposed that class sizes be increased or, in the alternative, that class sizes be left to the discretion of the Board. Testimony has been adduced by the Association to show that instruction improves and teacher fatigue lessens to a considerable extent when class sizes are reduced, and increase geometrically when the reverse is true.

The 1968-69 contract between the parties provided a norm and maximum class size in all grades, from the kindergarten up and in the various instructions. The size of the classes as they were limited last year would be enough to make a city like Detroit extremely envious. I do not see any reason for nibbling at these figures by reducing them at this time. I think the class size is reasonable, is manageable, and is amenable to discipline by any capable teacher. I recommend that it be continued in the same size as in 1968-69. I do agree with the Board, however, that in an emergency or a stringent situation, class size may have to be increased for a limited period of time. In such cases, I recommend that the Board have such authority.

The Association proposes a one-year contract; the Board a three-year agreement. The Association also proposes a termination date

of August 20, rather than the present June 30 expiration, so that summer instructors may be covered.

I recommend a two-year contract to expire on June 30 of the second year. A retroactivity date of July 1st will give summer teachers the benefit of the higher scale. I also propose that a reopening clause be included for salary, insurance and sabbatical renegotiation at the end of the first year.

There is already in the contract a satisfactory arbitration clause. The Association asks for a "Just Cause" provision to permit arbitration with respect to extra duties by teachers. These duties are not covered by the Tenure Act and at present the Board assumes the right to grant or withdraw extra duties to teachers at will.

There is presently pending an arbitration proceeding with respect to a football coach who was removed from his duties as coach. Since it is proceeding to arbitration and since I, as fact finder, have neither desire nor authority to become involved in that dispute and prefer that nothing in this proceeding prejudice the hearing in arbitration, I have proposed and I so recommend that the contract be closed without a Just Cause clause but with an agreement between the parties to reopen the contract upon demand of either party for that purpose only after the termination of the arbitration.

As to the economic package, the Association has proposed a B.A. beginning salary of \$7850, an approximately 21% increase. The Board has proposed \$6900.

During the past year the B.A. starting salary was \$6500, which apparently was very much in line with the salaries paid in the surrounding area.

I recommend that the B.A. minimum salary for 1969-70 be \$7,000. The remainder of the salary schedule is based upon a schedule rather than an index. The Board has proposed an index which does not deviate too far from the current salary increments, and I recommend that the Board's index be adopted, subject to an increase at the top of the Master + 30 column to \$13,200. All other proposed salaries shall be increased by \$100.

The Board presently allows \$150 per teacher to be allocated to health insurance, although some teachers have been using it for payment of annuities. The Association asks that \$300 be allowed for health insurance or whatever other use the teacher may make of it, and that life insurance be increased from the present \$5,000 to \$10,000.

I believe the \$5,000 life insurance package presently in existence is satisfactory to the Association and I recommend that it be continued. As to the health insurance, I recommend that it be increased to \$180 per teacher, which will bring the payment per teacher to approximately 50% of the current cost of full family coverage. I have already suggested that this item be opened for renegotiation at the end of the first year of the contract term. Teachers who do not apply this payment to health insurance shall be limited to \$150, to be applied to such insurance as they desire.

The previous contract provides for a longevity premium of 5, 10 and 15 percent. There are presently eight teachers earning an

an additional 5 to 15 percent because of the longevity package. The Board asks that the longevity be frozen to these teachers and that no further longevity payments be made.

I am sympathetic with the Board's predicament in this matter because there is no doubt that in spite of retirements that may be expected, the teachers entitled to longevity premiums will multiply and the cost will become progressively burdensome.

I also know that the Association cannot take a proposal to cancel the longevity program back to its membership with much hope of getting it approved. There are a number of teachers who within the near future expect to attain this longevity. They are looking forward to it as part of their potential salary package. To try to cancel the longevity would create disaffection among the senior teachers who are the backbone of the school system. I feel that this Board is not in dire straits financially, as are many others, and can afford to carry the package, at least in the foreseeable future. The program is only two years old and has not had a fair trial. I therefore recommend that the longevity package be continued as is.

Agreement has been reached on coaches' fees, but the Association asks for an increase for driver training, timekeepers and similar activities. The Board has refused to increase these emoluments. I think the Board's position is reasonable, as the rates paid to these people on an hourly or activity basis appear to be reasonable. I recommend that they be continued as in the past.

The Association asks that the sponsor of a junior high school newspaper be paid .0085% of current salary. The Board agrees that this request is reasonable and has consented to it.

The Association asks that any activity or club sponsorship not in current effect which may be approved by the Board be reimbursed by negotiation. I see no reason why the Board cannot agree to this, as the activity or sponsorship must be first approved by the Board in any event. I therefore recommend that such matters be negotiated if they arise in the future, except that no payment be negotiated for teachers who volunteer their services without expectation of compensation.

The teaching staff now receives a sabbatical leave every seventh year, limited to 50% of salary if for a year and 25% of salary if for a semester, with a limitation of 1% of the school faculty to take sabbaticals at any one time. The Board has refused to increase this salary percentage or the number of people who may take it at any one time. I agree that the Board's position is reasonable, and I recommend that no change be made in this sabbatical program at this time. However, I believe it is a proper subject for resumption of negotiation after the first year, and I have so recommended.

With respect to personal business, the Association asks for an increase from one day to three days. At present, a teacher may take a second day by charging the time to sick leave. The Board refuses to change the program. I recommend that the current personal business leave day be continued without change.

An increase is asked in the payments made to substitutes. The Association does not represent substitutes and I see no reason why they should concern themselves with substitutes' salaries. I recommend that the request be denied as a contractual inclusion. Whether the amounts should be increased is a matter for the Board to determine.

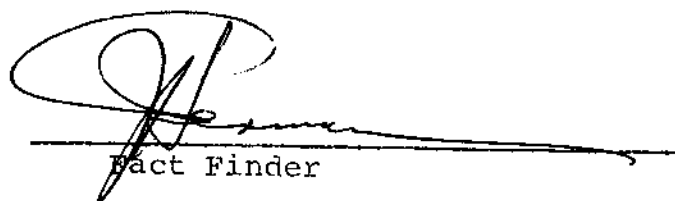
A question has been raised with regard to graduate study in fields not related, directly or indirectly, to the teacher's classwork. I am of the opinion that the Board should pay only for such studies as implement and improve classroom instruction. An English teacher may properly study psychology, which would be useful in her work, but not home economics, which would not. I recommend that to obtain payment for courses outside the teacher's field approval of the superintendent be first obtained, with the proviso, to allay fears of unrestricted refusals, that the approval be not unreasonably withheld.

I also approve the Association's request that credit for outside teaching be increased from seven to eight years, provided, as the Association has also proposed, that the increase not become retroactively applied to teachers already in the system.

Also at the Association's behest, I recommend that the "no strike" clause be eliminated from the agreement. I do not find such a clause in last year's contract. In any event, teacher strikes have been ruled illegal by the courts. The absence of such a clause will have no weight with either party.

On the whole I believe the foregoing recommendations, when superimposed upon the factors already in mutual agreement, would provide both parties with a fair agreement which they could live with

satisfactorily. Like all contract provisions, they have their birth in compromise. And this is the basic ingredient of all labor - management agreements.



Fact Finder

Southfield, Michigan
September 4, 1969