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In the Matter of:

Saline Public Schools and
Saline Education Association

Michigan State
LAB

Fact Finder's Report and Recommendation

The undersigned, Morris Milmet under appointment as a Fact Finding Hearings Officer as of August 30, 1967, by the Labor Mediation Board of the State of Michigan, to conduct a Fact Finding Hearing in the above cause, pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Board's Regulations in connection therewith, and to issue a report with recommendations with respect to the matters in disagreement between the above mentioned parties, and in accordance therewith Hearings were commenced on September 3, 1967 and continued on September 4, 1967, at 1730 First National Building, Detroit, Michigan.

Appearing for the Saline Public Schools:

Harold J. Hintz, Jr.
Superintendent of Schools

Gerald Cole of Saline, Michigan
Member of the Board of Education
and Chairman of the Bargaining
Committee of the Board of Education

Mrs. Elaine Heizerman
Member of the Board of Education
and a member of the Bargaining
Committee of the Board of Education

Max Collins, Treasurer
Saline Board of Education

Appearing for the Saline Education Association:

Richard Croll
Field Representative of the
Michigan Education Association

Hallie Jane Mehler, President
Saline Education Association

Thomas Northey, Representative of
Michigan Education Association
Research Director of School Board
Management and Finance

Saline Public Schools

And Members of the Bargaining Committee:

George Bonish

Mrs. Eunice Dix

Alton Ealy

Don Jaeger

Jay Starkey

Howard McCann

The parties were given every opportunity to furnish all pertinent testimony and information into evidence and further, exhibits in support of testimony by each of the parties were introduced and received into evidence, and each of the parties were given full opportunity to summarize their positions and set forth all arguments in connection therewith, and your Fact Finder, being fully advised in the premises, reports as follows.

Background: The City of Saline is a small city located in Washtenaw County, just a few miles away from the educational centers of Ann Arbor and Ypsilanti. While the city was originally rural in character, it is rapidly growing and becoming a part of the metropolitan complex of the southeastern section of Michigan. As such, the character of the city and the school district is changing rapidly. Recently there was added to the assessed valuation of this city a new manufacturing plant with an assessed valuation in excess of twelve million dollars. Likewise, recently, the taxpayers in the school district passed a bond issue providing for the construction of a new high school, on which it is anticipated that construction will begin in 1968. Presently, however, there are four schools within the school district in which there are approximately 2,300 students in a K-12 program, and it is anticipated that there will be 109 Teachers

during the school year of 1967-68 who are in the Bargaining Unit, and 9 other employees consisting of Principals and a Superintendent who are certificated and not members of the Bargaining Unit. Likewise, it should be pointed out that there are approximately 56 other employees of the school district who perform various functions such as custodians, bus drivers, secretaries, play ground supervisors and cafeteria employees. These employees will undoubtedly be affected by the final determination of the salary increases granted to the Teachers. The parties agreed on the record that any agreement reached will be retroactive from July 1, 1967.

Further, it appears to the Hearings Officer that the School Board of this District has exercised fiscal responsibility and integrity of the highest order in its undertaking to carry out what it felt was its promises to the taxpayers of their community and in maintaining a School District which they feel meets the needs of a modern society. The Teachers in this District, on the other hand, likewise strongly feel that they have a commitment to the students of this District and appear to be constantly desirous of improving quality education in order to meet the needs of a modern society. With the obvious sincerity of each of the parties herein, the task of determining the recommendations, as hereinafter set forth, was indeed a most difficult one, especially in view of the fact that time is of the essence in bringing about an opening of the schools as early and as quickly as possible.

The parties here were in substantial agreement on many issues in their proposed contract for a period commencing July 1, 1967 and ending on June 30, 1968. It likewise appears

that the parties had been in negotiations from sometime prior to the expiration of the previous Collective Bargaining Agreement up to the time of the request for the appointment of a Fact Finding Hearings Officer with the Labor Mediation Board of the State of Michigan. It appears that the parties are in dispute on the following issues:

1. Salary schedule: School Board Exhibit #1

Proposed Salary Schedule
1967-1968

| | <u>BA</u> | | <u>MA</u> | | <u>MA+30</u> | | <u>Ed. Specialist</u> | | <u>Non-Degree</u> | |
|-----|-----------|-----|-----------|-----|--------------|-----|-----------------------|-----|-------------------|-----|
| 1. | 5900 | | 6400 | | 6650 | | 6900 | | 5400 | |
| 2. | 6150 | 250 | 6650 | 250 | 6900 | 250 | 7150 | 250 | 5625 | 225 |
| 3. | 6400 | 250 | 6900 | 250 | 7150 | 250 | 7400 | 250 | 5850 | 225 |
| 4. | 6700 | 300 | 7200 | 300 | 7450 | 300 | 7700 | 300 | 6100 | 250 |
| 5. | 7000 | 300 | 7500 | 300 | 7750 | 300 | 8000 | 300 | 6350 | 250 |
| 6. | 7300 | 300 | 7800 | 300 | 8050 | 300 | 8300 | 300 | 6600 | 250 |
| 7. | 7600 | 300 | 8100 | 300 | 8350 | 300 | 8600 | 300 | 6850 | 250 |
| 8. | 7900 | 300 | 8400 | 300 | 8650 | 300 | 8900 | 300 | 7100 | 250 |
| 9. | 8200 | 300 | 8700 | 300 | 8950 | 300 | 9200 | 300 | 7350 | 250 |
| 10. | 8500 | 300 | 9000 | 300 | 9250 | 300 | 9500 | 300 | 7600 | 250 |
| 11. | 9000 | 500 | 9300 | 500 | 9550 | 300 | 9800 | 300 | 7850 | 250 |
| 12. | ---- | --- | 10,000 | 500 | 9850 | 500 | 10,100 | 500 | | |
| 13. | ---- | --- | ---- | --- | 10,550 | 500 | 10,600 | 500 | | |
| 14. | ---- | --- | ---- | --- | ---- | --- | 11,300 | 500 | | |

DEVIATIONS FROM THE SCHEDULE: The Board may, where necessary to induce a person with particularly high qualifications, or whose qualifications are in short supply, to accept employment as a teacher, offer such person a salary in excess of the schedule either for one or more years within the schedule or on a continuing basis. Every effort shall be made to keep such instances to a minimum and not exceed the maximum scheduled salary at such person's level of academic preparation, and each such instance shall be promptly reported, with attendant rationale, to the Association.

The proposed salary schedule as submitted by the Saline Education Association is as follows:

Saline Education Association Exhibit #1

| | <u>BA</u> | <u>BA+15</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-----|-----------|--------------|-----------|--------------|--------------|
| 1. | 6200 | 6450 | 6700 | 6950 | 7200 |
| 2. | 6510 | 6760 | 7010 | 7260 | 7510 |
| 3. | 6820 | 7070 | 7320 | 7570 | 7820 |
| 4. | 7440 | 7690 | 7940 | 8190 | 8440 |
| 5. | 8060 | 8310 | 8560 | 8810 | 9060 |
| 6. | 8680 | 8930 | 9180 | 9430 | 9680 |
| 7. | 9300 | 9550 | 9800 | 10,050 | 10,300 |
| 8. | 9920 | 10,170 | 10,420 | 10,670 | 10,920 |
| 9. | | | 11,040 | 11,290 | 11,540 |
| 10. | | | | 11,910 | 12,160 |
| 11. | | | | | 12,780 |

Each of the parties herein presented considerable evidence in an excellent and well prepared presentation to substantiate the proposed salary schedules as submitted by them. Unquestionably, meritorious argument for each of the salary schedules was made, and each of the parties, in the opinion of the Fact Finder, strongly believed in the inherent justice of their positions. Affirmative evidence in support of their positions was received and considered by the Fact Finder.

The many factors inexorably interwoven in the determination of the salary schedule for the Teachers of the Saline School District are complex and varied. One can hardly find comparisons with other school districts in as much as it appears that each school district has its own peculiar problems and circumstances. Saline appears to generally have little difficulty attracting many applications

for teaching positions because of its proximity to graduate educational centers. Likewise, Saline appears to be an excellent community in which to both reside and work. Among the other factors considered in the determination of the salary schedule were communities somewhat similar in size, both in Washtenaw County and in other areas throughout the State of Michigan, the desire for improved training and qualifications of Teachers in order that they may be better equipped to meet the needs of todays students, the rising cost of living in Saline, as well as throughout the nation, the cost of higher education, as well as the cost of continuing graduate studies and self-improvement.

In considering all of the foregoing, it is the judgment and recommendation of your Fact Finder that the following pay schedule be adopted by the Saline School District and accepted by the Saline Education Association:

| | <u>BA</u> | | <u>MA</u> | | <u>MA+30</u> | | <u>Ed. Specialist</u> | | <u>Non-Degree</u> | |
|-----|-----------|-----|-----------|-----|--------------|-----|---------------------------|-----|-------------------|-----|
| 1. | 5900 | | 6500 | | 6800 | | 6900 | | 5400 | |
| 2. | 6100 | 200 | 6750 | 250 | 7100 | 300 | 7200 | 300 | 5625 | 225 |
| 3. | 6500 | 400 | 7150 | 400 | 7600 | 500 | 7700 | 500 | 5850 | 225 |
| 4. | 6850 | 350 | 7500 | 350 | 8050 | 450 | 8150 | 450 | 6100 | 250 |
| 5. | 7200 | 350 | 7900 | 400 | 8500 | 450 | 8600 | 450 | 6350 | 250 |
| 6. | 7550 | 350 | 8300 | 400 | 8950 | 450 | 9050 | 450 | 6600 | 250 |
| 7. | 7900 | 350 | 8700 | 400 | 9400 | 450 | 9500 | 450 | 6850 | 250 |
| 8. | 8250 | 350 | 9100 | 400 | 9850 | 450 | 9950 | 450 | 7100 | 250 |
| 9. | 8600 | 350 | 9500 | 400 | 10,300 | 450 | 10,400 | 450 | 7350 | 250 |
| 10. | 9000 | 400 | 9900 | 400 | 10,800 | 500 | 10,850 | 450 | 7600 | 250 |
| 11. | ---- | --- | 10,400 | 500 | 11,350 | 550 | 11,350 | 500 | 7850 | 250 |

It is noted from the foregoing salary schedule that we have omitted the proposed intermediate steps as

requested by the Association by reason of the fact that I believe the incentive should be for teachers to consistently improve their skills by constantly striving for additional graduate degrees. I have likewise made a substantial increase in the third year of a teacher's employment in as much as they achieve tenure with the school district after their second full year of employment. I have further raised the maximum salaries that may be earned by the Teachers as well as increased the increments in each step, as well as increasing the differentials in the hope that the School District will secure and retain Teachers in their system with a greater number of advanced degrees as an indication of their superior qualifications and training, all of which I am hopeful will inure to the benefit of all parties concerned, but primarily to the students of the Saline School District.

Reference is further made to the proposed "deviations from the schedule" as submitted by the Saline School District. I have very carefully considered all aspects of this proposal and have determined that it should not be included as a provision in the contract between the parties. My reason for this conclusion is that in the event the School District should endeavor to employ a Teacher of higher qualifications, or one whose skills are in short supply, that the opportunity to consider this person's employment would be a matter of negotiation between the School District and the Association. To rule otherwise would enable the School District to arbitrarily employ other Teachers at salary schedules above those negotiated between the parties, which may well be in contravention of the spirit of the contract, and may result in creating an atmosphere of disharmony among those Teachers presently employed in the School District.

2. Fringe Benefits: (Insurance) In the area of fringe benefits, the Saline Education Association had proposed to the School District that it pay the sum of \$200.00 to each Teacher for the purpose of purchasing medical and hospital insurance. In addition thereto, the Association likewise proposed that the School District purchase a term life insurance policy on each Teacher in the sum of \$10,000.00. The Saline School District offered the sum of \$100.00 for each Teacher employed, per year, to the Saline Education Association, to be used as it saw fit for the purpose of purchasing such insurance as the Association would determine would be in the best interests of its employees.

In considering this issue, your Fact Finder was greatly impressed with the trend among all employers, large and small alike, to furnish medical and hospital insurance. I, therefore, recommend that the Saline School District furnish to each Teacher, individually, hospital and medical insurance solely for the Teacher. Said policies to be obtained by the Saline School District and to be paid directly by them. I make this recommendation in as much as the cost therefore would not, in my opinion, be taxable to the Teacher as gross income, and as a group, greater coverage could be obtained at lower rates. In view of my recommendation for this insurance, I make no recommendation in this report for the purchase of any life insurance on any of the Teachers, and I further point out that said hospital and medical insurance is for the Teacher, individually, and not intended to cover any other member of his or her family.

3. Full year employment schedule: The Saline Education Association has submitted its proposal that those Teachers who are employed during the summer months be paid

at a rate of 52/38ths of their periodic salary depending, of course, on the time during the summer months when actually employed. The Saline School District has proposed that where Teachers are employed during the summer months in the capacity of performing the same types of duties and using the same skills, with the attendant responsibilities as during the normal school year, that they be paid at the same rate as provided in the contract.

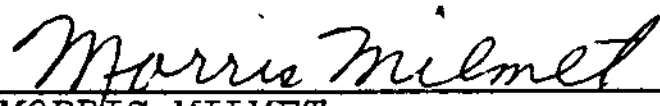
It is my recommendation that the proposal of the Saline School District be adopted, unless it can be demonstrated with absolute certainty that a Teacher is employed with the same responsibilities, duties, and requiring the same skills during the summer months as during the school year, then, and only then, should he or she receive professional compensation based upon his agreed salary schedule. Otherwise, compensation for those tasks actually performed during the summer months should be negotiated on the special pay scale. To rule otherwise would enable Teachers to claim professional compensation for tasks performed by them that are not professional in nature or character.

4. Calendar: Pertaining to the question of the calendar for the school year, the Saline Education Association contends that this is a negotiable item in the contract. The Saline School District did not specifically agree with the assertion by the Saline Education Association, nor did they particularly make an issue of this fact in as much as the parties indicated to the Fact Finder that this was not a problem between the parties. Furthermore, the negotiability of the calendar is more appropriately a matter of law, to-wit, a mandatory subject of bargaining which properly belongs in a forum other than that of fact finding. Accordingly, I

make no finding as to whether the calendar is a negotiable item under the Collective Bargaining Agreement.

Conclusion: The Fact Finding Hearings Officer again points out that the issues discussed in this report were, I believe, all of the major issues that were submitted by the parties herein. It is my further understanding that all other matters proposed by the respective parties during collective bargaining negotiations had been tentatively resolved by them, subject, of course, to the determination of the issues discussed in this report, and that the assistance of the undersigned, as Fact Finding Hearings Officer, was primarily required on the issues discussed in this report. Accordingly, upon adoption of the Recommendations set forth in this report, it would appear that all outstanding issues between the parties would be resolved and that a contract would be entered into by said parties in accordance with the Recommendations herein, and of course including all of the tentative agreements reached by the parties themselves prior to these Hearings, all of which would enable the schools of the Saline School District to open and the Teachers to commence their duties, and that we concern ourselves with the primary purpose of educating the youth in the Saline School District.

Respectfully submitted,


MORRIS MILMET
Fact Finding Hearings Officer
1730 First National Building
Detroit, Michigan 48226
Woodward 1-7070

Dated: September 7, 1967