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STATE OF MICHIGAN

DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding between

SOUTH LYON EDUCATION ASSOCIATION

-and-

Case No. D72 F-1709

SOUTH LYON PUBLIC SCHOOLS
Alan Walt

South Lyon Public Schools

REPORT AND RECOMMENDATIONS OF FACT FINDER

Application for fact finding dated October 9, 1972 was filed with the Michigan Employment Relations Commission by the South Lyon Education Association, hereinafter called the Association. On October 19, 1972, the South Lyons Public Schools, hereinafter called the Board, submitted its reply, and the undersigned was appointed Fact Finder Hearing Officer by Commission letter dated October 24, 1972. By agreement of the parties, all unresolved issues were submitted to the undersigned by written briefs, after receipt of which a hearing was requested. Fact finding hearings then were held in accordance with the provisions of §25, Act 176, Public Acts of 1939, as amended, and the regulations of the Commission.

GENERAL BACKGROUND

The South Lyon School District covers an area of approximately 90 square miles in Oakland, Washtenaw, and Livingston Counties. Student enrollment is 3,650 and with total state equalized valuation of $73,552,418, the SEV per pupil is about $20,168. The District operates elementary schools in South Lyon, New Hudson and Salem as well as a middle school and a senior high school. There are approximately 180 employees in the bargaining unit.

Two years ago, fact finding was required in the District, and the 1971-72 labor agreement was not settled until December, 1971. Negotiations for the 1972-73 collective bargaining agreement commenced on April 21, 1972, with 10 subsequent meetings held in May, June, July, August and September, 1972.

In the course of the negotiations, agreement was achieved in some areas. There were, however, instances where issues on which accord had apparently been reached were reopened with resultant impasse. The Board charges bad faith bargaining but the Association responds that changes in position were necessitated by Board rejection of portions of total contractual offers, requiring submission of new proposals.

Only such issues as were submitted during the fact finding hearing will be considered hereinafter. Reference to the "present

contract" in the ensuing report shall mean the 1971-72 collective bargaining agreement.

DULY AUTHORIZED ASSOCIATION REPRESENTATIVES

The present contract states that "Duly authorized representatives of the Association shall be permitted to transact official Association business on school property during non-teaching and supervisory periods at all reasonable times providing that it does not interfere or affect normal school operations or assigned duties." It is the Board's contention that this provision should be amended to define the authorized representative of the Association as its President only. The Association is not opposed to continuation of the present language but if contractual delineation of its representatives is required, it submits that these should include its negotiating team, grievance chairman, building representatives, and executive board members.

FINDINGS OF FACT

The Association submitted a grievance under this provision during the last school year when a principal refused to allow a negotiator to leave the building, contending that he was not a "duly authorized representative". An arbitrator did not sustain the Board's contention. If the amendment proposed by the Associ-

ation is adopted, the 3 members of the negotiating team, 1 grievance chairman, 6 building representatives, and 8 executive board members would be considered as its authorized representatives although some individuals may occupy more than 1 position. The Association submits, however, that the Board's submission on this issue emasculates the contractual provision in that the President could not meaningfully conduct union business or handle grievance matters without the presence and assistance of others directly involved.

The Board is opposed to the concept of the Association being allowed to use paid time to handle Union business. It submits that there is ample opportunity outside of normal school hours for such matters to be discussed and investigated. Furthermore, it contends that at the meeting of August 28, 1972, the Association accepted the Board's proposal that its authorized representative be limited to the elected President.

RECOMMENDATION

I see no need to modify the provisions of the present agreement. A reasonable reading thereof would limit participation in Association affairs during school hours to only those individuals directly involved. Certainly, the Board is justified in requiring that matters of general union business be conducted

after working hours. On the other hand, certain matters may arise requiring immediate attention and the provisions of the present contract contain sufficient safeguards to insure that such activities do not interrupt or in any way affect normal school operations. There is no reason why grievance investigation and processing should not be done within the framework of the present contract; the limitations contained therein provide more than adequate safeguards to the Board.

It would appear that the Board's principle objection is to allowing Association representatives to conduct any union business during working hours since teachers are paid for such time. It is suggested that the Board re-examine its own thinking and motives in this regard since its position is unduly harsh and more than a little anachronistic in light of practices of long standing in the private sector and now equally extant in public employment.

If delineation of Association representatives should nevertheless be required, it is recommended that these include the Association President or, in his absence, either the Vice-President or President-elect, the grievance chairman, and the building representatives.

LAYOFF AND RECALL

POSITION OF THE PARTIES

There is no language covering this area in the present contract although certain procedures in layoff situations are provided under the Teacher Tenure Act. The Board seeks inclusion of a provision granting it the sole and exclusive right to layoff teachers in general, or by specific "subject area, field, or program providing for a maximum of 30 days but no less than 7 days notice". It submits that questions of finance and enrollment may make essential prompt response in such situations and that it must have the right to react thereto. The Board also contends it is important that all recall or re-employment rights for non-tenure teachers be terminated on layoff since the Tenure Commission has held that a probationary teacher may be granted immediate tenure after recall even though the full probationary period had not been worked.

The Association contends this question was eliminated early in the negotiations and that no contractual language is necessary. In the event a layoff and recall provision is adopted, however, it argues that the reasons for a layoff, such as financial emergencies or reduction in student enrollment, must be spelled out in the contract and that the Board's decision should be subject to the grievance procedure. Furthermore, it submits that seniority considerations are essential in layoffs and recalls, and that non-tenure teachers are entitled to the same rights as those members of the union who have achieved tenure.

FINDINGS OF FACT AND RECOMMENDATIONS

According to population projections, the South Lyon district is contained within a geographic area which should experience a large increase by 1980. Its student population has annually increased by 150 to 200 students over the past 5 years with the majority of this growth in the last two years being at the secondary level. While the district is not industrial, there has been a decline in its agricultural population and an apparent development toward "a bedroom type of community" with its residents being employed in Detroit, Ann Arbor, Northville, and other surrounding communities. The immediate future does not portend a decrease in student population nor are fiscal crises imminent -- albeit the latter can develop over relatively short periods.

Accordingly, it is my recommendation that a layoff and recall provision be adopted by the parties placing the decision for layoff with the Board when matters of revenue or student population require such action and subjecting its determinations to the scrutiny of the grievance process. Where valid reasons exist for the layoff and the procedures effectuating such layoff are fair, reasonable and applied in a non-arbitrary manner, the Board's determinations will be upheld.

Layoffs should be accomplished on the basis of seniority.

The only exception is where special certification is necessary to teach in a particular field; in such cases, seniority is still applied subject to such requirement. Recall also should be subject to seniority concepts with the last teacher laid off -- the most senior employee -- being recalled first. I can find no basis in this record to adopt the Board's contention that recall shall be "as determined by the Board"; such language creates at least a suspicion, if not the actual possibility, of unfair dealing and should be scrupulously avoided by the Board.

Finally, the Board does have an obligation to non-tenure teachers which should be recognized in layoff and recall situations. If a layoff and recall clause is negotiated, this obligation should be encompassed therein. In this area, at least, there is no reason to treat non-tenure teachers employed by the Board in a different manner than other teachers.

DUTY FREE LUNCH PERIOD

POSITION OF THE PARTIES

Under the present contract, elementary school teachers have a scheduled "duty free" 30 minute lunch period daily "except in an emergency such as inclement weather". The Association seeks elimination of the phrase "such as inclement weather" from this language contending that bargaining unit members are entitled to

a duty free lunch in all circumstances except those of a truly emergency nature. It disputes that inclement weather is such an emergency, submitting that teachers now are required to eat their lunch with students and supervise their lunch activity on numerous occasions from late fall through the following spring.

The Board seeks continuation of the present contract in this area. The district is largely rural in nature and most students are transported to school. In instances of bad weather, they must be supervised within the school building during the lunch period. This occurs 10 or 12 times a year at most and it is not feasible to obtain volunteers or paid para-professional attendants on short notice when the weather becomes inclement.

FINDINGS OF FACT AND RECOMMENDATIONS

When the weather is not inclement, children who are transported to school and do not return home for lunch are supervised on the play ground by other than bargaining unit members. The students remain in one area and a minimal number of supervisors is required. Where students are required to stay in the school building, it is difficult in most cases to find a single area in which they can eat lunch and play and usually they remain in classrooms where supervision is required. It is the Association's contention that the important concept here is the need for a duty-

free lunch period for the teacher and not elimination of supervisory functions, although it submits that the lunch period is unpaid. The Board counters that the lunch period is part of the school day, is negotiated, and payment is made therefor.

I must agree with the Association's contention that it is vital for the members of the bargaining unit to have an uninterrupted one-half hour lunch period unless a genuine emergency arises. This does not necessarily mean that teachers should not supervise the lunch hour activities of students when the latter are required to remain within the building during inclement weather, but only that such activity should not be required within the duty-free lunch period. The Association argued that volunteers could be obtained, high school students utilized, or para-professionals hired for such supervision as is done in some surrounding districts. If schedules cannot be arranged so that the duty-free lunch period is maintained then these or other alternatives must be found to accomplish that end. Considerations of physical and mental health and the overall well-being of the teacher require adoption of a solution which will insure either privacy or the sociality of other persons, as preferred by the teacher, during the noontime meal.

TEACHER EVALUATIONS

POSITION OF THE PARTIES

The Association seeks modification in the teach evaluation provision of the contract to provide 3 fifteen minute or 1 thirty minute evaluation per semester with such periods being in "consecutive minutes". Teachers should have the right to respond and attach their comments to the evaluation and also should be granted a reasonable length of time in which to improve performance. It is the Association's position that there is no uniformity in the evaluation process between buildings and often within the same building. Many teachers are not observed in a classroom situation at any time during the year. Furthermore, non-tenure teachers are often subject to "pop-in" observations which cannot form the basis of an informed evaluation.

The Board contends that the teacher evaluation article of the present contract is fair and adequate in that it grants to each member of the unit access to his file and provides for conferences between principal and non-tenure teachers. Furthermore, the labor agreement mandates constant review and revision of the evaluation form, and a Tenure Policy has been adopted by the Board with the cooperation of the Union in which the subject of teacher evaluation is covered.

FINDINGS OF FACT AND RECOMMENDATIONS

The parties do not appear to be far apart on this issue. The

goals sought by the Association are valid and the Board is not opposed thereto. It seems possible that the Association has not fully utilized the existing contractual provisions nor does it appear that it has been involved recently in a review of the Tenure Policy.

It is recommended that the principal provisions of the present article on teacher evaluation be retained but that two classroom evaluations by the principal, both of which will be discussed with the teacher at least one week prior to submission to the superintendent, should be adopted. Needless to say, such evaluations are to be of a "constructive" nature.

180 DAY CLAUSE

POSITION OF THE PARTIES AND FINDINGS

Article X, §G provides that in the event of any situation in which the administration finds it is necessary to discontinue regular classes in the district, teachers are not expected to report for duty. The Board seeks to replace this language with the following provision:

> "In the event school is closed due to conditions beyond the Board's control and, therefore, 180 days of instruction are not met during the regular school year, such number of days less than 180 will be made up in June. All teachers

will report to work during those make-up days as part of their regular assignment and annual salary."

The Board argues that members of the bargaining unit are required to provide 180 instructional days; that the present contract actually provides 181 instructional days and the school calendar requires a total of 187 days during which the teacher is to be present. The Board's proposal merely calls for teachers to acknowledge their professional calling and provide a full educational program for the students of the district. The Association responds that state law requires 180 instructional days; that the parties have operated in accordance with this provision in the past and presumably will continue to so operate in the future. It indicates that no particular problem exists in this area and it does not seek a change in the present provisions of Article X, §G.

RECOMMENDATION

In reviewing the record on this issue, I find no compelling reason for the parties to deviate from the language presently contained in Article X, Section D. Those provisions appear to be fair and equitable. The 180 calendar day clause as offered by the Board changes substantially the existing contractual language. However, state guidelines are clear and will only excuse teacher

attendance "because of conditions not within the control of school authorities such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities ..." This language is patent and certainly not susceptible of abuse by either party to the collective bargaining agreement. Since the record does not reveal any other need for the proposed change, it is recommended that Article X, §G of the present contract be continued.

TEACHER PROTECTION

POSITION OF THE PARTIES

Article X, §K of the present agreement provides for pupil exclusion from the classroom under certain circumstances and states that parents "shall be notified after the third offense of this nature." The Board seeks modification of the language to require the teacher to notify the parent "before the end of the day of the action taken."

It is the Board's contention that the teacher is in the best position to notify the parent since he or she (the teacher) was present when the incident occurred, is closest to the pupil and, at least at the elementary level, the parent knows the teacher best. Furthermore, the Board submits that when the teacher makes

contact, the parent is more likely to respond. The Board does not advocate that the teacher take further action but rather that firsthand knowledge should be accorded the parent or parents as soon as possible.

The Association objects to any change in the present language contending it would shift the burden from the administration where it properly belongs to the classroom teacher. It is the administration's obligation to assess the student's overall conduct or demeanor and evaluate his actions in light of his past history. It is up to the principal to impose discipline, other than classroom exclusion, if it is required. Such action now can be accomplished after the first incident and no modification is necessary.

RECOMMENDATION

As Article X, §K now appears, it primarily accords to the teacher the "protection" of excluding students in certain circumstances. A teacher now must furnish the principal full particulars of the incident in writing, as promptly as his teaching will allow. There is a duty to notify the parent after the third offense.

It is submitted that the underlying philosophy of the present article is a proper one and no change is required therein. While classroom exclusion cannot be undertaken by any other party but the teacher, the requirement of parent contact as well as the

imposition of discipline are Board functions delegated to the administration. It is the duty of the building principal to assess a pupil's overall record. This is not to indicate that such process is accomplished in a vacuum, without teacher involvement and assistance. At present, either the principal or the involved teacher may notify a parent after the initial incident and need not wait for the third offense. If any language clarification is adopted, it might be that the classroom teacher be involved in any meeting called by a principal under this article. This area was not touched upon at the hearing, and it would seem present practice would include such requirement.

AGENCY SHOP

The Association initially sought an Agency Shop provision in the contract, and subsequently modified its position to eliminate this proposal from the first year of a two-year agreement. Since the filing of the petition for fact finding, the Michigan Supreme Court has issued its decision in the case of Smigel vs. Southgate Board of Education, as a result of which the agency shop issue is no longer before the fact finder.

SCHOOL YEAR CALENDAR

POSITION OF THE PARTIES

It is the Association's position that the calendar for the school year has not been settled and still remains open and negotiable. It states that a meeting was first held on a proposed calendar May 25, 1972, and on May 26, the superintendent submitted three calendars to the bargaining unit members in order to solicit preferences. The calendar remained open until August 11 when the superintendent mailed a calendar containing 187 teaching days adopted from the 1971-72 labor agreement but modified to the current calendar. The Association objected to this calendar in a mediation session on August 14, but the Board went forward on the basis of the calendar unilaterally adopted. The Association submits that in the past, its members have been required to report almost a full week before the opening day of school, during which period they register students in the district. This is a clerical duty which can satisfactorily be performed by others at less expense to the district.

It is the Board's contention that the calendar was in fact settled and placed in effect on July 7, 1972. It submits that on June 30, 1972, when the parties narrowed the issues by selecting five areas for continued negotiation, calendar was not submitted. As a result, the Board adopted the 1971-72 calendar with modifications for current dates. This calendar totals 187 teacher days. On July 7, 1972, the calendar was presented to the Associa-

tion and placed in effect. Most significantly, in subsequent submissions by the Association on August 22 and August 30, calendar was not mentioned; it became an issue again only after a teacher strike as "a gimmick to justify not having teachers' pay docked for the days on strike."

FINDINGS OF FACT AND RECOMMENDATIONS

The unfortunate part of this issue is that so great a portion of the school year has passed at this writing. Obviously, this inures to the Board's benefit. In any event, a review of the record as a whole compels the conclusion that the parties proceeded under the calendar submitted by the Board on July 7, 1972 and although the Association submits it protested this calendar at a mediation session held August 14, it did not see fit to resubmit the issue in its "Wrap-up Proposal" of August 22 or its "Last Offer" of August 30. The calendar must be considered as settled for the 1972-73 year. However, it is my opinion that the area is negotiable and that in the future, the Board would be ill-advised to unilaterally attempt to place into effect a calendar without the agreement of the Association.

INSURANCE COVERAGE

POSITION OF THE PARTIES

Under the present contract, the Board pays a maximum of $450 per year to the head of the household for medical and hospitalization insurance. The Board offers to increase this contribution to $500 in the first year and $550 in the second year of the new agreement. It is the Board's position that it should not pay the entire cost of health and medical coverage but that the employee should pay a share thereof. Two reasons exist for this position: first, the employee's appreciation of the value of such benefits is soon lost when it is fully paid by an employer and, secondly, the soaring cost of insurance makes it impossible to accurately budget for this item.

The Union seeks Board payment of full family health care coverage and in the second year of the contract, life insurance in the amount of $10,000. It submits comparisons with other districts indicate that both benefits are widely accepted.

FINDINGS OF FACT AND RECOMMENDATIONS

I have reviewed the comparisons submitted. Of the contiguous districts, all provide employer-paid full family health insurance except Whitmore Lake and all but one grant life insurance coverage

(although it cannot be determined from submitted documents whether life insurance is offered as part of the health insurance package). Examination of surrounding districts beyond those immediately adjacent also discloses wide acceptance of such employer-paid benefits.

The Association projects the full cost of Super Med insurance at $49,600 and with the Board's present contribution of approximately $46,450, the difference is about $3,150. The Board responds that not all teachers subscribe to this coverage -- approximately 118 do -- and that if the benefit is Board-paid, the actual difference in cost may be much more substantial.

In weighing the respective contentions of the parties, I can reach no other conclusion than that it is appropriate for the employer to pay the entire health care benefit. It is financially able to do so. The benefit is one which the vast majority of school districts do pay in full for their teachers. The argument that it is salutory for employees to pay a portion of such benefit to fully appreciate it is, I submit, paternalistic and not warranted in the contractual relationship between the parties.

As to life insurance coverage, the comparative data reveals a similar situation to that existing in health insurance, albeit not quite as many districts provide this benefit. For that reason, it is my recommendation that the Board provide $8,000 in life in-

surance in the second year of the contract.

COMPENSATION OF WRESTLING COACH

POSITION OF THE PARTIES

Under the present contract, the wrestling coach is paid $550 for the first year of coaching, $650 for the second year, and $750 for the third year. The Association demands an increase in these figures to $800 for the first year, $900 for the second year, and $1000 thereafter while the Board's offer is $650 for the first year, $750 for the second year, and $850 thereafter.

The present wrestling coach has completed his second year and will be in his third year of coaching. Both parties offer arguments concerning the duties and responsibilities of the teacher occupying this position. The Association contends that he is on a par with the head football and basketball coaches and should be paid accordingly. It points to the importance of the sport in the school conference, the number of students involved, the length of season and practice periods, and injury factors. The Board responds that while the district has had a successful team, the sport is not comparable to either football or basketball but rather with baseball and track, and the Board's offer of compensation is tailored accordingly.

FINDINGS AND RECOMMENDATIONS

Without question, wrestling has gained new advocates and additional importance in intra- and inter-school sports in the last number of years. Examination of the extra pay provisions in surrounding districts of Oakland County as well as districts contiguous to South Lyon indicates that extra compensation paid to wrestling coaches exceeds that offered by the Board. In recognition of the attractiveness of the sport and the number of students participating therein, it is my recommendation that the following schedule of compensation be adopted: $700 for the first year, $800 for the second year, and $900 for the third year.

PROFESSIONAL COMPENSATION

STATEMENT OF FACTS AND POSITIONS OF THE PARTIES

Under the present professional compensation schedule, the following minimum and maximum salaries are paid:

BA	MA
$ 8,000	$ 8,500
$12,615	$14,015
(11 steps)	(12 steps)

The remaining salary levels such as BA + 18, MA + 15, etc., are reached in 12 steps.

The Association seeks a salary schedule for the first year of a two year contract as follows:

	BA	MA
minimum -	$ 8,440	$ 8,967
maximum -	$13,309	$14,786

For the second year of the contract, the Association seeks "Increment + 7%".

The Board proposes the following salary schedule:

First Year	BA	MA
minimum -	$ 8,300	$ 8,800
maximum -	$12,814	$14,215
Second Year		
minimum -	$ 8,600	$ 9,100
maximum -	$13,115	$14,515

Both parties retain the same number of steps in their respective salary positions, that is, 11 for the BA level and 12 for the MA level. The Association's salary demand represent 5.5% in new monies exclusive of the step increments in the first year of the contract while the Board's proposal considers the increments at between 2 and 2.5% and offers between 3 and 3.5% in new monies. The actual salary schedules proposed by the parties contain ad-

justment in the mid-salary ranges.

The Association contends the Board has the financial ability to pay its salary demand and that such salaries are fair, equitable, and still substantially lower than salaries paid in surrounding districts. The district has 25.03 in operating millage for the 1972-73 year with a per pupil SEV of $20,168, which is an increase of approximately 5.4% over the 1971-72 SEV per student. Since the 1967-68 school year, the district has enjoyed a growth in its general fund equity to the present sum of $313,513. The Association submits this clearly reflects a build-up in general fund equity and argues that the district is not in a "business", the goal of which is to accumulate revenues at the expense of teachers at, or near, the bottom of salaries paid in Oakland County. While the Association's proposal for BA minimum salaries would rank the district 9 out of 26 in Oakland County and the Board's proposal would place it 15 out of 26, the BA maximum figures would rank South Lyon 23 out of 26 on the Association proposal and last out of 26 under the Board's offer. Even more striking are the figures for the MA schedule. Out of 23 districts, the Association's starting proposal ranks South Lyon 20 while the Board's offer ranks it 23, and for MA maximum salaries, the Association's proposal ranks 25 out of 26 districts and the Board's offer places it last. Low salaries not only decrease teacher buying power

but result in demonstrable loss of retirement benefits. The total cost of the Association's salary proposal is approximately $1,772,000.

The Board submits that Oakland County comparisons alone are invalid since 40% of the district lies in Washtenaw County and 15% in Livingston County. It is essential to consider comparisons from Livingston County and not merely those from two of the most wealthy counties in the nation. South Lyon is still essentially a rural area and substantial monies are utilized in the transportation of students. Furthermore, the district is actually at a break-even point in its finances and it is misleading to consider financial ability on the basis of state equalized evaluation only. True, SEV has increased but other costs -- salaries, textbooks and supplies -- have also markedly increased. And a greater SEV has resulted in increased delinquent taxes. Last year, the Board was required to borrow $550,000 to meet its payroll prior to receipt of tax monies in late December or January; if the Board did not have a cash carry forward at the end of the 1972 fiscal year in the amount of $58,000, it would have had to borrow even greater sums in order to meet current operating expenses. The Board also submits that the general fund equity includes an equity for the cafeteria fund amounting to some $6,400. The actual general fund equity was about $307,000.

In comparing Livingston and Washtenaw County teacher salaries, the Board contends that salaries paid in South Lyon for the 1971-72 school year were $158 over the median figure at BA minimum and $604 over BA maximum, $201 over MA minimum and $923 over MA maximum of Livingston County while salaries were $228 over BA minimum, $154 over BA maximum, $113 over MA minimum but $25 below MA maximum of Washtenaw County. Teachers' salaries at the top BA level have increased some 61.8% since the 1966-67 school year while top MA salaries have increased 66%. When general fund expenditures for surrounding districts are reviewed for the 1970-71 school year, it is found that South Lyon expended 72.55% in the instructional area, about 4% for administration and 6.01% in auxiliary services which were primarily for transportation. The overall figures show total current operating expenses per pupil for this same period at $772.75.

The Board further contends that increases it now proposes were actually submitted by the Association on August 28 and accepted on that same date by the Board. After Board acceptance, the Association withdrew its salary offers and submitted increased figures.

RECOMMENDATIONS

In reviewing the financial "health" of the district, it is found to be reasonably good, or even excellent in comparison to

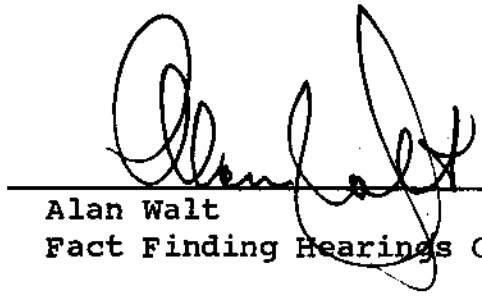
many other districts. The Board is to be commended in the policies and operations directed to achieve that end. The conclusion is unavoidable, however, when other districts in the surrounding tri-county area are compared that South Lyon teachers rank low in economic benefits received, especially in direct compensation. A part of this results from the number of steps in the salary schedule: 11 for the BA and 12 at other levels. Since neither party suggests a reduction in steps, that matter is not before me. Nevertheless, the salary comparisons should lead the Board to conclude, as the fact finder has concluded, that salary enrichment should be a primary goal of both parties. True, the financial well-being of the district is basic but this goal cannot be achieved at the expense of teachers. Furthermore, equitable salaries can be paid without the necessity of program or operational reductions in light of current revenues and expenditures.

It is my recommendation that the parties adopt a two year contract with the salary schedule for the first year providing for increment plus 4.85% in new monies, and increment plus 5% for the second year. This will result in the following minimum and maximum salaries for the BA and MA levels.

First Year	BA	MA
minimum -	$ 8,388	$ 8,912
maximum -	$13,227	$14,695

Second Year	BA	MA
minimum -	$ 8,807	$ 9,358
maximum -	$13,888	$15,430

Since there is agreement that the mid-range of the salary schedule be enriched to a greater degree than an across-the-board increase would provide, appropriate adjustment should be made in the overall dollars recommended to achieve this end.



Alan Walt
Fact Finding Hearings Officer

DATED: February 21, 1973