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In the Matter of the Fact-Finding Hearing between)
SOUTH REDFORD SCHOOL DISTRICT)
-and-)
SOUTH REDFORD EDUCATION ASSOCIATION)

LABOR-INDUSTRIAL
RELATIONS LIBRARY

This fact-finding report was authorized under the provisions of Section 25 of Act 176 of Public Acts of 1939, as amended, and the Labor Mediation Board's regulations in connection therewith. The undersigned Fact Finder was authorized to issue a report with recommendations regarding the matters of disagreement between the South Redford Board of Education and the South Redford Education Association. A hearing was conducted in the Thurston High School on August 28, 1968.

APPEARANCES

For the South Redford Education Association

- Richard A. Gray, MEA Field Representative
- Bob Coleman, MEA Staff
- John Knox, SREA Chairman
- Erick W. Starnal, SREA, Alternate Chairman
- Nancy Dasher, SREA President
- William A. Crokem, SREA
- Helen Bone, SREA
- Joseph M. Zawsazlin, SREA
- Gail R. Burns, SREA

For the South Redford Board of Education

- Jack Salvatore, Administrative Assistant
- Merlin D. Roe, Superintendent
- Jan W. Jacobs, Assistant Superintendent
- Chester Wachowski, Negotiating Committee
- Kenneth Davis, Negotiating Committee
- Auditor Harding, Lybrand, Ross Bros. & Montgomery

South Redford School District

E. J. Forsythe

BACKGROUND AND POSITION OF THE PARTIES

An Agreement between the parties was entered into on June 17, 1966 to become effective July 1, 1966, and to continue in full force and effect to and including June 30, 1968; and thereafter for successive one- (1) year periods, unless notice of termination is given in writing by either party to the other, not less than seven (7) months nor more than eight (8) months prior to June 30, 1968, or successive anniversaries of such date. Such notice has been given and the parties have been in negotiating sessions on at least three occasions in the last few months.

There are certain issues on which the parties did not reach agreement, and it was at this stage, after offers and counter-offers, that a request for fact-finding was obtained.

It is the position of the Association that the previous index schedule of 1.84 should be maintained. The Board of Education has insisted that it is financially impossible to continue the index schedule of 1.84 and offers one of 1.80 with a longevity allowance of \$500 which would be reached in ten (10) steps. It suggests here a \$6,900 B. A. minimum to a \$12,420 M. A. maximum on a 1.80 index. The Teachers request a \$7,000 B. A. minimum to a \$12,880 M. A. maximum on a 1.84 index, with \$400 longevity increment for M. A., B. A., and M. A. plus 30 hour scales.

The Board states it is not only willing but feels that the monies available should be used for providing the best possible educational program. It says that on the other hand, it cannot spend more money than is available or can be made available, and that its source of funds is limited. The Board predicts a deficit of \$275,000 for the next year. The Association states that on the basis of figures provided to them through Board reports and minutes, the estimated deficit is substantially less than that, and that the figure is

more apparent than real in that the efficient management of Board monies in the past have provided the necessary funds to operate the schools. The Association argues in addition that just on the basis of the Property Tax and State Aid alone, there will be increases in income to help the deficit.

The Board offers as part of a package, \$500 added for the M. A. plus 30 hours at appropriate step, \$500 added for Ph. D. at the appropriate step. The Fact Finder should point out that neither party produced evidence or argument on this point.

As to Insurance, the Board offers full family coverage on health. Currently the teacher is covered on health insurance and pays premiums for additional coverage for family members. The Board in the past has provided \$2,500 in term insurance and is willing to raise it to \$5,000 under its "package proposal". The Association on the other hand is requesting term insurance of \$10,000.

As to the Professional Compensation Article, the last Agreement provided for compensation "proportionately in accordance with his professional daily rate of pay. Compensated time for such professional services rendered shall be limited to those programs duly authorized by the Board and may include summer employment, special committee work, courses taught after the teacher's daily hours of formal responsibility, but excluding all courses taught in conjunction with the Adult Education School." The Board claims it cannot keep this rate of compensation and offers instead hourly payment, that of the B. A. minimum (\$6.90 per teaching hour). The Board states that the reason for this reduction is the fact it has lost money in the summer school operation. The Association asks that the rate of pay as contained in the last Agreement be continued.

There is a matter of disagreement as to the School Calendar. The last Agreement provided for a committee, appointed by the Superintendent, to meet with two (2) representatives of the Association during the month of April for purposes of preparing the

contents of the proposed annual calendar.

A part of the last Agreement states as follows:

Recommendations received from said committee relative to the contents of the proposed calendar will be received and considered by the Superintendent prior to its presentation for adoption by the Board.

The Committee recommended two (2) one-half (1/2) day workshops with the students being sent home for each half-day. The Board set aside one full day for the work shop rather than the two (2) one-half (1/2) days as recommended by the Committee. The Committee recommended two (2) teacher's days for orientation purposes; the Board approved one day.

It is the Association's argument that the two (2) one-half (1/2) day workshops could be spaced over the year, rather than having one full day at mid-year. It is the Board's interpretation that two (2) one-half (1/2) days for workshops would not meet the State rules as to the 180-day school requirement.

The Association contends that the Committee's recommendations should have been followed, or at least the reasons for the rejection of their recommendations remanded to the Committee for further study, or the reasons communicated to them.

DISCUSSION AND RECOMMENDATIONS

It is evident to the Hearing Officer that the Board of Education has exercised fiscal responsibility and integrity of the highest order in its undertaking to carry out what it feels is its commitment to the taxpayers of its community and in maintaining a School District which it feels meets the needs of a modern society. The Association on the other hand, likewise strongly feels that they have a commitment to the students of this District and appears to be constantly desirous of improving quality education and their own teaching skills 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 difficult one, especially in view of the fact that time is of the essence in bringing about an agreement.

The parties are close together on Base Salary as the Association's last proposal calls for a Base Salary of \$7,000 and the Employer's last proposal calls for a Base Salary of \$6,900. The Fact Finder recognizes the need for basic recruitment and feels that this can be met at an absolute minimum of \$6,900. Furthermore, the amount of \$12,420 maximum on a 1.84 index appears to be in line with surrounding communities with whom this District must compete for quality instruction. In addition, the Fact Finder points out that the parties have "lived with" this index for the past two years; surrounding communities have adopted it or higher, but without the longevity allowance. The salaries at this point at the M. A. maximum in surrounding communities are higher than those recommended by the Fact Finder for South Redford; therefore, with that in mind and for the reason of keeping professional teachers, the longevity allowance of \$500 at the tenth year is recommended.

By adopting this longevity, it is 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 South Redford School District. Further, as to the increments involved, in light of those existing in similar districts, the Fact Finder recommends the continuation of the \$500 added for M. A. plus 30 hours at the appropriate step, and \$500 added for Ph. D. at the appropriate step.

In the area of fringe benefits, your Fact Finder in considering this issue was greatly impressed with the trend among all employers, large and small alike, to furnish medical and hospital insurance. The Board is to be complimented for previously

covering the Teacher. With group rates available and with the Board's history of having covered the Teacher, I therefore recommend that the Board's proposal of full family coverage be adopted. In view of my recommendation for this insurance, I make no recommendation in this report for the purchase of any additional life insurance on any of the Teachers.

As to Professional Compensation, if it is determined that there is not the desire or need for summer school courses and that other needs are greater, such courses can always be dropped. If there is such a need, it is recommended that the Teacher continue to be reimbursed for the "teaching" time as provided for in the last Agreement as long as the tasks are professional in nature. This assumes of course that the 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, compensated proportionately in accordance with his professional daily rate of pay. 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.

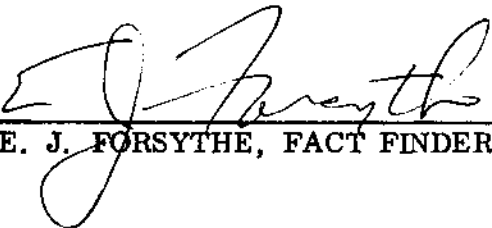
As to the Calendar, the Fact Finder finds no violation of the past Agreement. It provides that the Superintendent is to receive recommendations from the joint committee relative to the contents of the proposed calendar prior to its presentation for adoption by the Board. Perhaps communications between the Committee and the Administration will improve as the parties accustom themselves to this arrangement. The Board did not diminish the time requested for workshops. It did substitute one day for two (2) one-half (1/2) days. If the Joint Committee feels it has good reason to spread out the

workshop days, it can so present its recommendations in the future. As to the one-day orientation rather than two, it was pointed out that a Record day between semesters is now provided. In a letter to the South Redford Association, dated August 22, 1968 from a representative of the State Board of Education, certain things were pointed out including the fact that there is nothing specific in law regarding the number of hours per day that constitute an official school day. In addition, this letter says "the number of hours per day offered to students is left to the discretion of local boards of education." Apparently that was the discretion the South Redford Board used in adopting the Calendar for the forthcoming year.

The fact that the parties have lived with a two-year Contract, and the basic issues before them at this time are economic, would incline the Fact Finder to recommend a multi-year contract with a carefully drawn up provision for an annual wage re-opener.

The Fact Finding 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 between the parties can be quickly resolved.

Both parties are commended for their professionalism, and the Fact Finder is convinced that they will concern themselves with the primary purpose of educating the youth in the South Redford School District.


E. J. FORSYTHE, FACT FINDER

August 29, 1968