

1664

MICHIGAN LABOR MEDIATION BOARD

Fact Finding Hearing

In the Matter between

SOUTHGATE EDUCATION ASSOCIATION

and

SOUTHGATE BOARD OF EDUCATION

Alan Walt

37

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LABOR RELATION DIV.

By telegram dated August 24, 1967, the parties jointly requested appointment of a fact finder in regard to their 1967-68 contract. The undersigned was appointed Fact Finding Hearing Officer by the Michigan Labor Mediation Board on August 25, 1967.

Although the undersigned was in contact with the parties on several occasions between August 28 and August 30 for the purpose of setting a date for a fact finding hearing, he was informed that they were meeting with a state labor mediator and that negotiations were in progress. However, on Friday, September 1, 1967, a representative of the Southgate Education Association hereinafter designated the Association, requested fact finding at the earliest possible date, and a hearing was thereupon scheduled for Saturday, September 2, 1967 at 2:00 p.m. Also on September 1, both the attorney for the Southgate Board of Education, hereinafter designated the Board, and the superintendent of schools advised that a further mediation session was scheduled for Monday, September 4 but that legal counsel could not possibly be present at the Saturday hearing because of his required presence in another school district. The undersigned informed counsel and the superintendent that

Southgate Board of Education

mediation could continue the following Monday if both parties were so inclined but if not, the Board could present its position in regard to the contract at the Monday morning hearing.

At the Saturday session (September 2), the Association, after discussion decided not to proceed unilaterally, i.e., without Board representatives being in attendance, and the full hearing was thereupon adjourned to Monday morning, September 4, 1967.

At the fact finding hearing, the Association presented its position and arguments on five non-economic items as well as on all economic issues. The Board representative contended that the non-economic issues had previously been resolved in negotiations with a state mediator but presented the Board's position in all areas.

I

NON-ECONOMIC ISSUES

1. Board Responsibility Article

The Association seeks deletion of Section 4 and 5 of Paragraph A, Article II which reserves to the Board the right to determine means and methods of instruction, selection of text books, teaching materials and aids, class schedules, hours of instruction, etc. The basis of the argument is twofold. First, these provisions merely restate existing law and, secondly, teachers should have a voice in these matters.

The Board contends that these sections were present in the prior contract and to the extent that they are not modified or altered by other provisions of the contract, they correctly state the legal responsibilities of the elected board which cannot be delegated.

RECOMMENDATION

That Article II, A§§4,5 be incorporated into the contract as presently written. However, there is validity in the Association's contention that certain of these items deal with matters of professional concern to teachers, and it is recommended that a teachers committee be authorized to make non-binding recommendations to the Board in these areas only.

2. Preparation or Relief Time for Kindergarten Teachers.

The Association seeks 15 minutes a day of preparation or relief time for kindergarten teachers contending that since these teachers actually handle two different groups of children each day, it is essential that they be granted this time as a minimum.

The Board proposes a ten minute relief period arguing that it must maintain some consistency with other elementary school hours and that even under its proposal, children are leaving school five minutes earlier and returning five minutes later at the noon recess. Further, that the actual effect of this proposal is to give kindergarten teachers an additional ten minutes lunch time.

RECOMMENDATION

That a ten minute relief period be adopted in the 1967-68 contract.

3. Class Size Proposal

The parties have tentatively agreed that class size standards will be set by the North Central Association for High School Students. However, as to elementary school students, the Association contends that there is presently no organization which has established standards other than certain divisions of the Nation Education Association. It suggests that the standards for elementary school

class size be established from the recommendations of one of the following NEA groups: Department of Classroom Teachers, Committee on Teacher, Educational and Professional Standards, or the National Association of Supervision and Curriculum Development.

The Board rejects these NEA divisions but would accept any standards adopted by the Michigan State Department of Education.

RECOMMENDATION

Since the Department of Education does not set suggested class size ratios but only utilizes a ratio composed of all certificated teachers in the system -- whether instructors or not -- in relation to students, and further, since this is a technical area in which the fact finder has not been provided with the necessary data to make a recommendation, it is suggested that the parties review the class size data of the three NEA departments with the thought of accepting one of these until the North Central Association moves into the elementary school area. However, it is recognized that this contractual provision does have economic consequences which were not stated or developed by either party at the hearing.

4. Binding Arbitration

The Association seeks inclusion of binding arbitration as the final step in the grievance procedure.

The Board cites an opinion of the Michigan Attorney General as well as its own legal counsel that arbitration cannot legally be utilized in the public employment sector.

RECOMMENDATION

It is recommended that a provision adopting binding arbitration on questions of contractual interpretation and disciplinary matters be included in the contract. If the courts subsequently

determine that arbitration is illegal, at least the parties have attempted an intelligent, speedy and more economical way to resolve non-economic questions than they presently have at their disposal.

5. Calendar

The Association seeks a school year calendar providing exactly 180 days of student teaching and also requests that the Christmas vacation commence at the close of the school day on December 20, 1967. It contends that the calendar proposed by the Board actually contains two additional student teaching days than were required in the 1966-67 contract because of leap year and one other day (not specified).

The Board advances a calendar which, it states, contains the same number of student teaching days as last year, and also provides that the Christmas holiday will begin at the conclusion of the school day on December 22.

RECOMMENDATION

That the actual number of student teaching days remain as in the 1966-67 contract. Further, that the Christmas vacation commence at the close of the school day on Wednesday, December 20, if regular classes commence in the district not later than Monday, September 11, 1967. Otherwise, it is recommended that this vacation begin upon conclusion of the school day on December 22. In either event, it has been agreed by the parties that classes will resume on Tuesday, January 2, 1968.

II

ECONOMIC ISSUES

A

(Article and Section references are to the Association's Proposed Contract and were contained in Association Exhibit 5 submitted at the hearing)

1. Article IV, §F

The Association seeks payment at one and one-half times the teacher's hourly rate when he is required to teach on his preparation period or to assume the responsibility of another teacher's students.

The Board offers to pay 1/6 of the teacher's salary for the period of such assignment -- which provision was contained in the last contract.

RECOMMENDATION

That the provision contained in the 1966-67 contract be incorporated into the new agreement.

2. Art IV, §G

The Association requests that teachers engaged in negotiations and grievance procedures be released from their regular duties without loss of pay.

The Board states that this activity cannot be allowed to cut into teaching time, and that negotiations in which teachers participate should not take place during teaching hours.

RECOMMENDATION

That this requested provision be omitted from the contract. However, as to matters specified in the contract which require the official decision of the Board, such as grievance appeals, it is recommended that the Board establish a special agenda for such purpose and that no other matters of business be considered at that time.

3. Art VI, §E - 6

The Association requests that the Board provide gym uniforms, tank suits, smocks, laboratory coats, etc. where teachers are required to wear special items of clothing as part of their teaching duties.

The Board contends that these are "occupational hazards" for which the teacher is responsible.

RECOMMENDATION

That the Board supply the specified items including necessary laundering services.

4. Art 6 §F

The Association requests that aides be hired to relieve teachers from collection of monies, charges and fines, inventorying, of supplies, cafeteria, patrol, bus and study hall duties.

The Board requests continuation of last year's policy of a duty free lunch period for the teacher.

RECOMMENDATION

That the use of aides or other assistants be limited to cafeteria duty in the new contract, but that the Board study the feasibility of employing aides for the handling of money, inventorying and other non-professional duties so that this area may be broadened in future contracts.

5. Art VIII, §B

The Association requests that departmental co-ordinators receive additional compensation of 10 percent of annual pay, or that the position be abolished.

The Board offers a flat rate of \$175.00 to compensate department heads for extra duty requirements, and states that these are essential positions.

RECOMMENDATION

That the sum of \$250.00 annually be paid to those teachers serving as departmental heads in addition to their regular compensation.

6. Art X, §A

Although the Association originally sought an unlimited sick leave provision, it was stated at the hearing that it now requests 20 days a year with accumulation to 140 days.

The Board contends that the past provision authorizing 10 days with accumulation to 120 is adequate.

RECOMMENDATION

That the provisions of the last contract be adopted by the parties.

7. Personal Business Leave

The Association seeks 5 days of personal business leave annually with payment for any unused days.

The Board urges continuation of the former provision authorizing 3 days to be subtracted from sick leave time, which is non-cumulative.

RECOMMENDATION

That 2 days of personal business leave be authorized in addition to (and not to be subtracted from) sick leave to allow the teacher leave to engage in personal business matters over which he has no control and which cannot be reasonably scheduled after school or on week ends; that such days be non-cumulative and that no payment be made for any unused days.

In lieu of the foregoing provision, it is recommended that the past contractual provision be continued.

8. Art XII, §A-1

The Association seeks an increase in bereavement leave from 3 to 5 days plus an enlarged definition of the words "immediate family".

The Board urges retention of the former provision as being equitable and workable.

RECOMMENDATION

That the words "immediate family" be expanded to include mother, father, spouse, child, brother and sister, father-in-law and mother-in-law, and grandparents. Further that the bereavement leave remain at 3 days but that necessary travel time be allowed.

9. Art XIV, §B

The Association seeks reimbursement of certain expenses of the teachers who enroll in courses related to their area of instructional responsibility.

The Board objects to reimbursement for additional schooling by the teacher.

RECOMMENDATION

That this proposed article be omitted from the new contract.

10. Art XIV, §C

The Association requests payment for attendance at professional conferences and State Department of Education Curriculum Committee Meetings for any teacher who applies therefor.

The Board urges rejection of this provision stating that monies have been delegated for certain conferences and travel within the state and that this practice should be allowed to continue.

RECOMMENDATION

That this proposed article be omitted from the new contract.

11. Art XIV, §B

The Association seeks establishment at its request of after-school workshops and conferences designated to improve instructional quality.

The Board contends that the Association should not have the right to require such programs.

RECOMMENDATION

That this proposed article be omitted from the new contract.

12. Art XIV, §E

The Association asks payment in the amount of \$20.00 per year per teacher for membership in certain designated professional educational organizations.

The Board states it will not expend monies on behalf of each individual teacher for said purpose.

RECOMMENDATION

That this proposed article be omitted from the new contract.

B.

(Professional Compensation)

13. Credit for Outside Teaching Experience

The Association seeks that all newly hired teachers be

given full credit for years of teaching in other districts.

The Board contends it cannot afford this item because of a recent arbitration award giving such provision a retroactive effect, and requests continuation of the four-year maximum.

RECOMMENDATION

That some greater credit than four years be given for outside teaching experience. It is therefore recommended that the Board institute legal proceedings for a declaratory judgment on the question of the retroactive effect of such provision; that if such provision is held not to have a retroactive effect, the parties should consider adoption in their next contract of a provision recognizing up to two-thirds of a teacher's outside teaching experience.

14. Payment for Credit Hours Earned After BA

The Association seeks an increase from \$10.00 per credit hour to \$35.00 per credit hour annually.

The Board seeks continuation of the \$10.00 figure.

RECOMMENDATION

That the annual \$10.00 per credit hour figure continue in the new contract.

15. Payment for Credit Hours Earned After MA

The Association seeks payment of \$20.00 an hour for each credit hour beyond an MA degree.

The Board opposes adoption of this concept since it was not included in the last contract.

RECOMMENDATION

That the sum of \$10.00 per credit hour be paid annually for each credit hour earned in an accredited institution while enrolled in a degree program, not to exceed 15 hours.

16. Longevity

The Association requests longevity payments at the rate of 5 percent of current salary after 15 years.

The Board opposes this as an additional financial burden in a new area.

RECOMMENDATION

That this proposed article be omitted from the new contract.

17. Teaching in Excess of Regular Calendar or Teaching Load

The Association seeks additional compensation at $1 \frac{1}{2}$ times the regular hourly rate for teaching in excess of the regular school calendar or the normal teaching load.

The Board offers to pay $\frac{1}{6}$ of the teacher's salary on such occasions,

RECOMMENDATIONS

That the provision of the 1966-67 contract calling for payment at $\frac{1}{6}$ of the regular salary be included in the new agreement.

18. Teachers' Hourly Rate

The Association seeks establishment of an hourly rate computed as indicated.

The Board offers to pay the hourly rate of \$5.00.

RECOMMENDATION

Although the Board's offer is 50 cents higher than the hourly rate in the last contract, it is recognized that no differentiation is made for years of teaching experience. It is therefore recommended that the following hourly rates be made applicable:

| <u>Years of Experience</u> | <u>Hourly Rate</u> |
|----------------------------|--------------------|
| 0-3 | \$5.00 |
| 4-7 | 6.00 |
| 8 or above | 7.50 |

19. Mileage Allowance and Liability Insurance

The Association seeks mileage and liability insurance coverage for teacher required to use their own vehicles on field trips or other business of the district.

The Board indicates that there are not occasions where the teacher need use his own vehicle.

RECOMMENDATION

On the basis of the Board's representation, it is recommended that this proposed article be omitted from the contract.

20. Art XX, §A

The Association seeks payment for certain activities at the established hourly rate which it proposes.

The Board offers hourly rate payments in the amount of \$5.00.

RECOMMENDATION

That the hourly rate schedule set forth in paragraph 18 above be adopted.

21. Art XXI, §A, Terminal Leave Pay

The Association seeks terminal leave payments in the amount of 2 percent of salary for each year's service in the district.

The Board states that this was not in the last contract, and it opposes the concept.

RECOMMENDATION

That this proposed article be omitted from the new contract.

22. Art XXII, §B, Loss of Property

The Association seeks reimbursement for loss, damage or destruction of personal property while the teacher is on duty or at the school premises.

The Board contends that this permits payment even where

the teacher is negligent, and further, that the teacher must care for his own property and/or may carry his own insurance.

RECOMMENDATION

That this proposed article be omitted from the new agreement.

23. Art XXIII, §B Group Life Insurance

The Association seeks teacher group life insurance in the amount of \$7,500.00.

The Board is opposed to this item, stating it cannot be afforded at this time.

RECOMMENDATION

That this proposed article be omitted from the new contract.

24. Salary Schedule

The Association seeks a salary schedule providing for increases in basic salaries as well as at all steps within the scale. It asks adoption of starting salaries as following:
B.S. - \$6,600.00; M.A. - \$7,500.00; double M.A. or M.A. plus vocational specialty -- \$8,400.00; and specialist degrees -- \$9,300.00.
In addition it argues that past salary schedules have not equitably dealt with the increments granted on the basis of years of teaching since some of these increases have been larger than others without any apparent order or basis in logic therefor..

In support of its position, there is economic and statistical data cited and submitted which will not be detailed here. Included, however, is a revenue comparison for the district indicating an increase in available funds for the forthcoming year in the amount of \$369,690.00.

The Board has offered to increase the base salaries by \$400.00, maintaining the existing spread of \$500.00 between the B.A. and M.A. basic pay scales and also maintaining the same increments. It opposes inclusion of two new salary classifications and, while it does not disagree with the Association's revenue figures, points out that these monies are not to be considered as available for salaries alone since part has been committed or will be used in various capital improvements. It contends that its present salary proposals will run between \$80,000.00 and \$85,000.00.

RECOMMENDATION

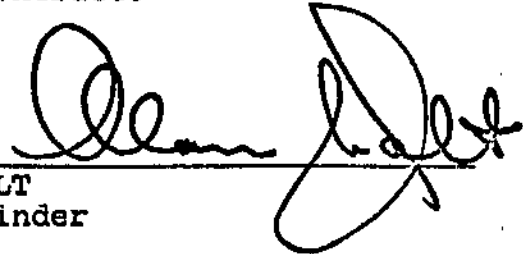
It is recommended that the present salary classifications of B.A. and M.A. degrees only be continued in the new contract with the same number of yearly steps for each. The following pay ranges are recommended:

| | |
|------|--------------------------|
| B.A. | \$6,100.00 to \$9,850.00 |
|------|--------------------------|

| | |
|------|---------------------------|
| M.A. | \$6,800.00 to \$10,900.00 |
|------|---------------------------|

It is also recommended that the parties re-negotiate the increments between yearly pay steps so that no increase to any subsequent level is in a dollar amount less than the preceding pay raise.

Further, that the Association's proposals to place the holder of a vocational certificate on the M.A. schedule; requesting that the pay schedule be subject to increases in the consumer price index; and seeking an increase in pay under the extra activities schedule, be omitted from the new contract.

A handwritten signature in cursive script, appearing to read "Alan Walt", written over a horizontal line.

ALAN WALT
Fact Finder