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Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

In the Matter of the Fact-Finding Between
SPRING LAKE BOARD OF EDUCATION
-and-
SPRING LAKE EDUCATION ASSOCIATION

This fact-finding report was authorized under the provisions of Section 25 of Act 176 of Public Acts of 1939, as amended, and the Employment Relations Commission's regulations therein. The undersigned Fact-Finder was authorized to issue a report with recommendations regarding the matters of disagreement between the Spring Lake Board of Education and the Spring Lake Education Association. A hearing was conducted in the High School in Spring Lake, Michigan on October 25, 1969.

E. J. Forsythe 11-3-69
APPEARANCES

For the Association

Patrick Dolan, Michigan Education Association
Donald Miller, Salary Chairman, Spring Lake Association
Donald Boyinh, Chief Negotiator, Spring Lake Association
Mrs. Bernice Lamkin, Witness
Richard Oehrli, Witness

For the Board

Norman Jabin, Attorney
Richard Fonger, Superintendent
James Milas, Board Member and Member of Negotiating Team

Spring Lake Board of Education

BACKGROUND AND POSITION OF THE PARTIES

Spring Lake Public School District contains approximately forty square miles of land, is bordered on the south by the Grand River and the north by Muskegon County. It is composed of the former original village district of Spring Lake and the School District #3, Crockery Township; School District #8, Spring Lake Township; School District #4, Spring Lake Township; and Nunical School District #39, Crockery Township. Presently it has three elementary schools and one Junior-Senior High School. At present there are 2,494 students enrolled as compared to 1,126 students ten years ago.

Despite good faith bargaining by the parties, including mediation, the following issues remain to be resolved and are at fact-finding:

- Salary
- Insurance
- Driver Education Rates of Pay
- Librarian's status as part of bargaining unit
- Personal Leave

Each of the parties has documented its position in these matters very carefully. Evidence through documents and direct testimony was presented to the Fact-Finder at the hearing.

Salary

The parties have agreed that a base or minimum salary of \$6,900 is acceptable. The Association proposes a maximum salary for teachers with a Bachelor's degree of \$11,040, while the Board of Education proposes a maximum salary at this level of \$10,626.

The Association proposes that maximum salaries should be achieved after ten (10) annual increments, while the Board proposes maximum salaries should be achieved in eleven (11) such increments.

The Association proposes the size of the annual increments should be of 5, 6 and 7 percent with smaller increases at lower levels of the schedule. The Board of Education proposes annual increments of 5 percent, except for the first increment which should be 4 percent.

Both the Board and the Association have proposed salaries for teachers holding fifteen (15) hours beyond their Bachelor's degree and have agreed these teachers should have \$200 in excess of the Bachelor's degree scheduled salary.

At the hearing both parties have proposed that salaries for teachers holding Master's degrees should exceed Bachelor's degree salaries but are in disagreement as to the placement of these differentials. They agree on a beginning salary of \$7,300.

It is the position of the Board that the total millage is levied at a higher level in Spring Lake than in surrounding areas. The Association on the other hand says that its demands are in line with the trend throughout the state. It says that in fact the base should be \$7,017 on a regional basis and it has agreed to a lower base of \$6,900. It says it accepted this with the hope that the number of increments would be decreased and that the maximum be increased. The Association maintains that the Board is spending a smaller percentage this year on teachers' salaries than it has in the past. The Association says further that its immediate neighbors have higher maximums for both the B.A. and M.A.

Salary - Recommendations

As stated above the parties have agreed on a base salary of \$6,900 but are apart on the matter of the steps involved. The Fact-Finder agrees with the parties on their minimum for this year and feels that basic recruitment can be met at this figure.

On the matter of the steps involved, the Board has in fact yielded on one step this year; therefore, the Fact-Finder recommends the adoption of eleven increments.

However, in light of the maximum adopted in surrounding communities and in the interests of retaining teachers over the years, particularly in light of the doubling of the student enrollment the last decade, the Fact-Finder recommends a B.A. maximum of \$11,040, and a M.A. maximum of \$12,040 both for the eleventh step. This is still a step below Spring Lake's immediate neighbor but places it in line with the schools in the surrounding area with whom this District must compete for quality instruction.

Insurance

The Association has requested the Board to provide full family hospitalization insurance in accordance with the so-called "SuperMed" plan offered through the Michigan Education Special Service Association. The Board of Education has offered to subsidize insurance to the extent of an average of \$250 per teacher. The Board does not wish to assume an unlimited liability but wishes assurance of a limited liability because of the problems which could arise in the years ahead.

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 and for being willing to continue to do so. The Board's support is as high or higher than that in the surrounding communities. With the group rates available, I recommend that the Board's proposal be adopted.

Driver Education - Rates of Pay

The Association's proposal calls for rates of pay as follows:

1. Instructors - \$5.75 per hour
2. Head of program - \$6.00 per hour

The Board of Education has proposed as follows:

1. Instructors - \$5.25 per hour
2. Head of program - \$5.50 per hour

The Association points to the hazardous nature of the work and that the hourly rate is below what an annual salary for such work should be. In light of the payment elsewhere and the need for competent people in the field, the payment of \$5.75 to the Head of the Program and \$5.50 for the Instructor is recommended.

Librarian's Status as part of the Bargaining Unit

The Board has proposed that the Head Librarian be removed from the Bargaining Unit. Her job description reads as follows:

Job Description

To direct, supervise, and coordinate the school libraries and their programs. To provide standards and act as a consultant on new libraries.

The Librarian testified that the position as stated above is a Department Head position as opposed to a Director position. She says as such this position is basically a teaching position.

The Association pointed out that the Librarian does not have the responsibilities of a supervisor including the authority to employ or dismiss personnel. The Board points out that the Librarian does do scheduling and does supervise another librarian and an additional clerk.

Whether or not the Librarian stays in the bargaining unit is a matter to be determined by the Employee Relations Commission and does not appear to be within the purview of the Fact-Finder.

Personal Leave

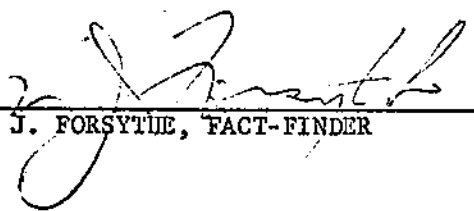
The Association's position is for two (2) days of personal leave available to teachers not to be deducted from their sick leave allowance. The Board of Education has proposed a like number of days but states that those days should be deducted from the sick leave allowance.

Both parties have provided for two (2) days of personal leave available to teachers, and in this recommendation as in others, the parties have referred the Fact-Finder to other communities, including those immediately adjacent to it. Assuming a liberal sick leave allowance, the Fact-Finder recommends that the two days of personal leave should be deducted from the sick leave allowance.

Conclusion

The Fact-Finder 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 at the hearing.



E. J. FORSYTHE, FACT-FINDER

November 3, 1969