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MICHIGAN LABOR MEDIATION BOARD

In the Matter of Fact-Finding	:	
- between -	:	
SWARTZ CREEK BOARD OF EDUCATION	:	
Employer	:	REPORT and RECOMMENDATIONS
-and-	:	
SWARTZ CREEK TEACHERS ASSOCIATION	:	
Employee Organization	:	

William B. Gould

APPEARANCES:

For the Association

Ben Munger
Research Assistant
Michigan Education Association
Jack B. Mundell
Chief Negotiator
Swartz Creek Teachers Association
Wendell Collver
Research Assistant
Michigan Education Association

For the Board

Robert H. Brown
Assistant Superintendent
Richard L. Johnson
High School Principal

Swartz Creek Board of Education

INTRODUCTION

On August 31, 1968, Mr. Jack B. Mundell, Chief Negotiator for Swartz Creek Teachers Association, hereinafter to be referred to as the Association, and Mr. Robert H. Brown, Assistant Superintendent for Swartz Creek Board of Education, hereinafter to be referred to as the Board, sent a joint letter to Mr. Hyman Parker, Chief Mediation Officer for the Labor Mediation Board, which stated that the parties were "unable to reach agreement" in certain areas and that they joined "in a joint request for Fact Finding."

On September 3, 1968, the Labor Mediation Board designated the undersigned ". . . as its Hearings Officer and Agent to conduct a fact-finding hearing pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Board's Regulations and to issue a report with recommendations with respect to the matters in disagreement."

Hearings were held in Swartz Creek on September 9, 20 and 27, 1968, at which time both parties to this dispute were afforded full opportunity to present testimony, evidence and arguments. At the September 9 meeting

both parties agreed that the following unresolved issues should be submitted to fact-finding inasmuch as failure to agree on them had constituted the main obstacle to a successful negotiation of a new contract.

1. AGENCY SHOP
2. CALENDAR
3. CLASS SIZE
4. SPECIAL SERVICES
5. RELEASED TIME FOR ASSOCIATION PRESIDENT
6. SALARY
7. DEFERRED PAYMENT
8. SUBSTITUTE PAY
9. PAY FOR COORDINATORS
10. SPECIAL COMMITTEES

DISCUSSION AND RECOMMENDATIONS

1. AGENCY SHOP

The Association takes the position that an "Agency Shop Professional Representation" clause should be incorporated in the parties' Agreement. While recognizing that some "teachers" will "object to joining any organization engaged in collective bargaining. . .because of personal reasons," the clause notes that the Association must represent all teachers under the Michigan Public Employment Relations Act and that "it is recognized" that all teachers - being beneficiaries of the collective agreement - ought to share the expenses involved in negotiation and administration of the Agreement.[1] Thus, the Association proposes that in the event that a teacher does not join the Association and does not execute a dues deduction authorization "such teacher shall cause to be paid to the respective Association, a sum equivalent to the dues and assessments of the NEA, MEA and SCTA [Swartz Creek Teachers Association]." The Association has stated that discharge is the contemplated sanction in the event that the teacher does not comply with the contract and pay the above-noted "sum equivalent."

While disavowing any philosophical objection to the agency shop principle, the Board's position is that the agency shop is illegal under both Attorney General Opinion No. 418 (July 16, 1947) and the Teachers' Tenure Act. The Attorney General

1. The proposal excludes substitutes.

Opinion holds that ". . . the Attorney General is of the opinion that it would be contrary to Michigan statutes for the company to deduct dues from the wages of its employees without first obtaining individual authorization from the respective employees." The Teachers' Tenure Act in Article IV states that "discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause and only after such charges, notice, hearing and determination thereof. . .is hereafter provided." This statute also states that any contract between a teacher and board which makes "continuance of employment of such teacher contingent upon certain conditions which may be interpreted as contrary to the reasonable and just causes for dismissals provided by the Act such section or sections of a contract or agreement shall be invalid and have no affect in relation to a determination of continuance of employment of such teacher."

The short answer to the first of the Board's two legal arguments is that the Attorney General's Opinion deals with the circumstances under which dues deduction can be made by an employer and that that problem is distinct from the issue in dispute. The right of the parties to enforce through discharge, if necessary, an agency shop clause which requires the teacher to pay a sum equivalent to dues and assessments of the NEA, MEA and SCTA presents problems separate and apart from the questions involved in valid dues deduction authorization. For, as the Association has stated, a teacher, under its proposal would be given thirty days to pay the sum equivalent and if he or she does not authorize a dues deduction or does not pay through other means, the discharge penalty is to be invoked at some point. Thus, the fact that dues deductions from a nonconsenting employee is unlawful in Michigan[2] does not invalidate the agency shop principle.

Reliance upon the Teachers' Tenure Act by the Board presents a slightly more formidable legal obstacle. Yet, here also, in the opinion of the Fact-Finder, the legality of the agency shop in Michigan is sustained. In my judgment the Public Employment Relations Act, under which public employees are obligated to bargain collectively concerning wages, hours and other terms and conditions of employment, authorizes the agency shop proposal which the Association advocates. Indeed, the Michigan Labor Mediation Board, which is charged with jurisdiction for enforcing bargaining obligations under the Public Employment Relations Act has held that "union security"

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2. Even if the Attorney General Opinion was relevant to the issue in dispute between the parties, Michigan does not have jurisdiction to rule on the validity of dues deductions authorizations made by private employers in interstate commerce as it did in this case. See San Diego Building Trades Council v. Garmon, 359 U.S. 236 (1959). The Attorney General asserted jurisdiction pursuant to a now discarded doctrine of pre-emption.

is a mandatory subject of bargaining under the Act and that therefore negotiation of the agency shop is valid in Michigan.[3]

The Board has held that the payment of a "sum equivalent" to defraying the costs of bargaining responsibilities; i.e., the agency shop, is neither "unlawful encouragement nor discouragement" within the meaning of the Act. With this ruling as precedent, I have stated that the agency shop cannot properly be regarded as "coercive" in the statutory sense.[4]

Moreover, I am of the view that there is nothing inconsistent between the union security concept and the objectives of the Tenure Act - the latter being the elimination of political and arbitrary infringements upon the employment rights of teachers. The protection which the Public Employment Relations Act affords a negotiated agency shop arrangement does not distract from the Tenure Act.

Of course, this is not to say that no case will arise in which the statutes under discussion may each argue for different results or where they may be at variance with one another. Certainly the potential for conflict is present where resolution of employee grievances may be placed in the hands of more than one forum. (Article III of the parties' contract permits grievances to be submitted to "arbitration before either the State Mediation Board or the State Tenure Commission, whichever holds legal jurisdiction.) But what is important here is the lack of any inherent conflict between the objectives of agency shop and the Tenure Act. Agency shop does not, in and of itself, magnify the potential for political and arbitrary interference with the employment status of teachers.

It should be noted that my conclusions with regard to the agency shop and the Tenure Act are buttressed by the opinion of the Michigan Circuit Court (Macomb County) in City of Warren v. International Association of Fire Fighters, Local No. 1383,[5] where it was held that the Public Employment

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3. See Oakland County Sherrif's Department and Oakland County Board of Supervisors, Case No. C66 F-63 (1968).

4. See Board of Education of the Schools of the City of Inkster (Wayne County, Michigan), 263 Government Employee Relations Report F-1 (1968).

5. 68 LRRM 2977 (Michigan Circuit Court Macomb County 1968).

Relations Act must prevail over the general language of civil service law where conflict appears.

I am aware of the fact that the tradition of collective bargaining in the private sector cannot be transferred in toto to the public sector. I should also point out that other jurisdictions with different statutory schemes insofar as both public employee labor relations and civil service are concerned may pose other considerations.[6] But, in Michigan, as the Labor Mediation Board has said, ". . . the legislature, by enactment of the Public Employment Relations Act, determined that the industrial type of employer-employee relations and collective bargaining should apply to the public sector." Without commenting upon the limits of that dictum, I am content to find that the employer's legal objections must fail.

I am of the view that the parties should incorporate the Association's proposal on agency shop in their contract.[7] I am persuaded that this is the proper answer for this aspect of the parties' dispute for two reasons.

The first is that evidence submitted by the Association indicates that agency shop is rapidly achieving acceptability to both sides of the bargaining table in Michigan. An increasing number of school boards are stifling whatever objections they previously entertained.

Secondly, and more importantly, is the fact that the Association is obligated to represent all teachers within the bargaining unit under Michigan law.[8] If all teachers benefit from the collective bargaining process it seems reasonable that all should assume their fair portion of the costs of the service. Otherwise, a premium is placed upon nonmember status, since the nonmember receives the benefits but, unlike the member, does not pay the dues which finance negotiation and administration of the contract. (It should be noted that the Board's representatives do not disagree with this proposition.)

In the circumstances of this case, therefore, I recommend that the parties include the agency shop in their collective bargaining agreement.

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6. See, however, the similar conclusion reached by the Supreme Court of New Hampshire in Tremblay v. Berlin Police Department, 237A 2d 668 (Supreme Court of New Hampshire, 1968) where a union security agreement was upheld despite civil service legislation which required that removal of personnel be for "sufficient cause."

7. Of course the parties should place a separability clause in their contract which protects the validity of the entire contract if, for some unforeseen reason, the Michigan Supreme Court should declare the agency shop unlawful.

8. See The United States Supreme Court's interpretation of the National Labor Relations Act in this respect. Vaca v. Sipes, 386 U.S. 171 (1967); Ford v. Huffman, 345 U.S. 330 (1953); Humphrey v. Moore, 375 U.S. 335 (1964).

2. CALENDAR

The Association proposes that the school calendar be a subject of negotiation and that it be placed in the collective bargaining agreement. The Association contends that the calendar is a part of wages, hours and terms and conditions of employment and, therefore, constitutes a mandatory subject of bargaining under the Public Employment Relations Act. In this connection, the Association contends that negotiated calendars are an accepted practice in many of the other school districts with which the Association has a bargaining relationship.

The Board's position is that since Section 340.575 of the Michigan General School Laws states that the Board shall decide the "length of school term," the calendar is not a negotiable item under the Public Employment Relations Act. Moreover, the Board relies upon the opinion of the Michigan Circuit Court (Lapeer County) in Nickels v. Board of Education of the Imlay City[9] for the proposition that a school district cannot delegate away such statutory authority through a collective bargaining agreement.

Secondly, the Board states that there is a practice of consultation concerning the establishment of the calendar between the teachers and the Board and that the Board offered to continue this practice while formulating the 1968-69 calendar. Although the Board holds the view that it cannot negotiate with the Association concerning the calendar it nevertheless states that it is "willing to accept" teacher recommendations.

Finally, the Board points out that the Association does not represent all the school district's employees and that, therefore, the views of non-Association personnel outside the bargaining unit will not be heard.

There is little difference in the respective proposals of the parties as to the calendar itself. The Board has adopted a calendar of 181 days and has stated that at the end of bad weather in the winter it will accept the teachers' recommendations concerning what day they wish to drop from the calendar. This will leave the District with 180 days, the amount required by Michigan law. The Association's position is substantially similar, the one difference consisting in its demand that all of Good Friday be a holiday; whereas the Board offers one-half day off.

In my judgment, negotiation of the calendar is a mandatory subject of bargaining within the meaning of the Public Employment Relations Act. Both the length of the calendar and the scheduling of holidays have a direct impact

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9. File No. 1546.

upon the teachers' working conditions. To some degree, such considerations may influence the position that teachers take on salary. Certainly, salary is not entirely meaningful until a teacher knows how long he or she will be at work during the year. And the question of what holidays are to be observed in the calendar are a matter of concern to any employee and part of his or her working conditions. I, therefore, view the calendar as a mandatory subject of bargaining under the Act.

I do not regard the general language of Section 340.545 as an obstacle to my conclusion. For the Board is not required to accept the Association's proposal on calendar or any other proposal concerning calendar. The Board must still meet its obligation to decide the length of the school term. But the effect of my recommendation is that the decision is to be the product of collective bargaining between the parties. I do not find in Section 340.545 any prohibition of the collective bargaining procedure as a means to arrive at a decision concerning calendar. Insofar as Nickels v. Board of Education of the Imlay City is concerned, that Michigan district court decision holds that a school district may not enter into a contract which requires it to take advantage of federal funds available for special and remedial programs. While there is dictum in the opinion which may be at variance with my conclusions, it is clear that the question of the negotiability of school calendars was not before that court. I, therefore, find that opinion inapposite.

I recommend that the parties include a calendar provision in the contract. I note that the Board has followed a practice of consulting with teachers and that it has stated that it is willing to accept teacher recommendations. There should, therefore, be little difficulty in implementing my recommendation. For the history on this subject presages an easy adjustment to collective bargaining.

I also recommend that the Association, in preparing its position on calendar, make every effort to take into account the views and wishes of school district employees outside the Association bargaining unit. While I express no firm opinion on this matter, the parties may find it desirable in the future to invite representatives of such employees to the bargaining table - or the Association may wish to invite them to their own meetings. Thus, the parties would be able to solicit the views and attitudes of other employees in a more structured form.

Finally, since the parties are not so far apart on the substantive calendar, I recommend that the ~~salary~~ calendar differences noted above be resolved through the process of collective bargaining.

3. CLASS SIZE

The Association proposes that the "suggested maximum" class sizes in the contract[10] be converted into binding maximums. With the exception of physical education and study hall, the suggested maximum class sizes range from 25 to 32. The Association's concern with class size is reflected by data indicating that in kindergarten through sixth grade present class size exceeds the suggested class maximum on an average in any single grade. Moreover, present class size is far above the "recommended class size" in all grades and in the case of kindergarten the average class is 10.3 pupils over the recommended amount.

The Association also points out that a number of studies have indicated that class size has a profound impact upon educational achievement upon students as well as teacher moral at all levels in the school system. Further, the Association states that 123 of 333 Michigan school districts surveyed by the MEA have a specific class size limit and that 54.7% of Michigan elementary teachers have fewer than 30 students and 87.3% have fewer than 35 - whereas in Swartz Creek, 26.1% of the elementary teachers had fewer than 30 students and 76.8% had fewer than 35 pupils.

The Association therefore advocates a binding maximum and compensation for teachers assigned to classes which exceed the maximum in the amount of $300 per pupil annually in elementary sections (K-5) and $60 per pupil in secondary classes for each pupil in excess of the maximum. The Association also proposes that where student numbers within a particular building and grade level must exceed maximum numbers, students will be equally distributed among the teachers assigned to that grade level.

Finally, the Association contends that both parties should agree to make "continuing efforts" to eliminate any deviations from the maximums because any excess over that amount inhibits effective learning. The Board cites a research report, "Innovation in Education", issued by the Committee for Economic Development, which - according to a report in The New York Times (July 28, 1968) states that ". . . the money spent to reduce class size by a few students could be much better spent for research and development in educational technology and for buying new equipment that could make teaching more effective." (Unfortunately the parties have not supplied me with a copy of the report and, thus far, I have not been able to obtain one.)

However, the Board, in contending that the suggested maximum should not be changed to a binding maximum, argues that a number of factors make it impossible to give the type of commitment which the Association desires. The first of these is the very "rapid and irregular growth" which Swartz Creek

10. See Appendix A.

has experienced during the past few years. According to the Board, this pattern has made it most difficult to engage in effective planning and thus, to keep class size within reasonable size. In this connection, it should be noted that one of the exaggerated areas of excess class size is to be found in kindergarten where growth is least predictable because these students are entering the system for the first time.

Secondly, the Board states that its efforts to deal with class size have been hampered by slow progress in construction of school facilities, a recent construction strike and the failure of the Legislature to give adequate state aid.

On the basis of the information supplied to the Fact-Finder, it is reasonable to conclude that class size is significant in terms of both educational achievement and teacher morale. I am concerned, however, with the fact that the Board is presented with unusual difficulties arising out of the community's rapid and irregular growth, and that, in light of this and other factors noted above, which the Board relies upon, conversion of suggested maxima into binding limitations, at this stage, would involve unforeseen and potentially astronomical costs to the community. I, therefore, recommend that the parties continue the past practice of suggested maximum class sizes in their current contract and that they jointly attempt to evaluate the problems involved in eventually establishing binding maximum class sizes. The parties ought to start working toward realization of this objective at the earliest possible time.

I am buttressed in my conclusions in respect to retaining the suggested maxima by data which indicates that Swartz Creek's average class sizes do not compare badly with the average for all schools in Genesee County. In 1967-68, Swartz Creek average was 25.4. Fourteen out of the twenty schools in Genesee County exceeded or equalled this average. (The Association has pointed out that this year the average is 26.3; but figures for the other districts were not yet available at the time of the hearings.)

The real problems with Swartz Creek class sizes are those instances of extreme discrepancy between the suggested maximum and the present class size. One kindergarten class has 36 students in a classroom of extremely small size. Fifth grade classrooms are even smaller and yet up to 37 students are to be found in these classrooms.

These are two of the worst examples. But I am persuaded that a binding limit beyond the maximum is needed to keep such obviously unsound practices from continuing. I, therefore, recommend that payments in the amount proposed by the Association be made to teachers assigned to any classroom other than

physical education and study hall where the number of pupils exceeds 33. Moreover, in all instances of excess - both the suggested maximum and the extreme situation involving 33 pupils - the Board should make every effort to distribute the excess number of students among teachers equitably.

4. SPECIAL SERVICES

The Association proposes that the Board accept the following special services:

1. In remedial reading the Board should hire enough remedial reading teachers so that each teacher's load does not exceed 45 to 50 students;
2. In the area of libraries, there should be one 30-minute period per week with qualified librarians. There should be 10 books per student as recommended by the ALA, one librarian for each 500 students and a general improvement in physical facilities;
3. In physical education there should be two one-hour periods weekly for grades K-6 with qualified gym teachers;
4. In art there should be one hour period weekly with a qualified art teacher for grades K-6;
5. In music, in grades K-6, there should be a 30-minute period three times a week;
6. The Board should hire one counselor for each 600 students and improve the facilities;
7. There ought to be enough speech therapists so that each therapist's top load does not exceed 75 students;
8. The Board should establish an audio-visual center, properly staffed with one full time specialist and two semi-professional assistants.
9. The Board should hire two nurses for the elementary schools, one for the middle school and high school combined.

While submitting evidence indicating that much has been done in the past in the area of special services, the Board agrees that the Association's proposals are desirable objectives. However, the Board states that these objectives must be part of long-term planning and growth.

In view of the positions of the parties, I recommend that the Association's proposals should serve as the framework for improved special services during the next four-year period. The need for a period of time in which to completely realize the Association's objectives, is made clear by the Board's financial position, which is referred to below.

While this recommendation does not carry with it approval of every last aspect of the Association's proposals, I believe that those which are not effectuated as of the fall of 1972 should prove to be the extreme exception to the rule.

5. RELEASED TIME FOR ASSOCIATION PRESIDENT

The Association proposes that the Board ". . . provide time during working hours, without loss of time or pay, for the President of the Association to confer with the Board or its representatives or to promote the general welfare of the Swartz Creek school district." The Association states that in the case of a secondary teacher, the Board should assign one less class period per day. Under the Association's plan, preparation time and released time will be scheduled during consecutive periods. If the President is an elementary teacher, released time will be provided on the basis of one day per week "or any variation of this regular daily schedule mutually satisfactory to all parties."

The Board proposes that the Association President "use his conference hour, which is part of his regular working day, for Association business directly related to teacher problems." The Board's rationale for this is that the Association "has a responsibility also to assume part of the cost since the problems are directly related to their welfare." The Board has taken the same position at the bargaining table with the proviso that where the administrator concerned with the problem "is not available during the conference period, the Assistant Superintendent for Personnel will provide an additional portion of the day off so that the Association President and the administrator can meet."

I recommend that the parties accept the Association proposal insofar as it permits the Association President to use the time for the investigation and processing of teacher grievances, the administration of the contract or amendments to the existing contract, and preparation for negotiation for a new contrac. I am not certain about what the Association contemplates when it proposes time off with pay to promote the general welfare of the Swartz Creek School District. But my

recommendation is meant to establish a relationship between the parties which is quite common in private industry and which, in my opinion, will find increasing acceptance in public education.

It is in the interest of the Association, the Board and the community that the Association President have time to assist teachers and to confer with Board representatives in an attempt to make the employer-employee relationship a healthier one. For when the Association President is given the free time contemplated by this proposal, investigation of grievances at an early stage will reduce the potentially costly and time consuming issues which fester and become more exaggerated because they have been left unattended. I believe that my recommendation will assist both sides in turning their attention to the task of building a solid relationship for the future.

6. SALARY

The Association proposes a salary schedule containing a starting salary for a BA degree of $7,000 with a 4.5% vertical index and a 5.5% horizontal index. The current minimum salary is $6,050, the vertical index at 4% and the horizontal index at 5%. The parties calculate that the Association salary proposals would cost approximately $250,000.

The Board has made three salary proposals, the last of which would cost approximately $136,000. Although the Board's last proposal was a starting salary of $6,700, the schedule substituted an increment of $250 horizontally for the existing horizontal index of 5%. The Board contends that its ability to pay more than this offer is seriously limited by a deficit of $253,500.

The Association counters this with a number of arguments. The first of these is that there has been a "general historical decline" in the excess of assets over liabilities, or General Fund Equity, and that this should have prompted the Board to engage in "adequate planning to eliminate this trend before a sudden appearance of the deficiency." Moreover, the Association points out that while state aid has steadily increased from 1963-67, "local taxpayer participation has decreased steadily." There has been no increase in millage since 1963.

Further, the Association points out that current millage in Swartz Creek is inadequate in relation to the State median and as compared to districts "in the immediate area" which have "comparable State Equalized Valuation per pupil." Moreover, the Association points to the loss of

purchasing power suffered by Swartz Creek teachers as the result of inflationary pressures reflected in the BLS consumer price index.

I am not convinced that the Association's proposals on index are warranted. In the first place, the present index appears to compare favorably with other districts in the County. I am unable to find one district in the immediate area with what can be regarded as a superior index. Secondly, an increase in the index poses special financial hazards to a growing and unpredictable district like Swartz Creek, hazards which cannot be fully measured at this juncture. I, therefore, recommend that the parties retain the current index of 4% and 5%.

On the basis of the evidence submitted it would appear that the average settlement in the County consists of a minimum salary in the range of $6,600 - $6,700. But Swartz Creek can afford to be a leader in the area. This is demonstrated by its SEV (17,073) per pupil; which reflects, to some degree, a greater ability to pay than most communities in the area. For instance, the neighboring communities of Mount Morris and Grand Blanc have an inferior SEV and yet are able to pay $6,675 and $6,700 with relatively comparable increment steps. This is to be compared with the Board's last offer of $6,575 with the present index.

If school districts with a poor property tax base can pay below average salaries,[10] those with the resources ought to pay salaries which are in excess of the average. Certainly Swartz Creek ought not pay less than communities with less money. Comparability is to be measured not only by what other districts in the area are paying but also in terms of tax resources which the districts in the area possess.

But despite Swartz Creek's strong SEV it runs a deficit and thus claims an inability to pay. This "inability" is best explained by the reluctance of appropriate officials to risk a millage election since 1963. Such excessive caution will impair the reputation of Swartz Creek as a district which wants to pay teachers adequately. That caution is reflected not only by the absence of a millage election since 1963, but also by the fact that Swartz Creek is 17th out of 21 Genesee County school districts in utilizing available tax resources.

The Swartz Creek Board of Education must raise taxes to meet its obligations to its teachers-and to public education generally. At the same time I am aware of the fact that there is a current deficit and that adequate

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10. See Board of Education of the Schools of the City of Inkster (Wayne County, Michigan) and The Inkster Federation of Teachers Local 1068, American Federation of Teachers - AFL-CIO, supra.

finances cannot be raised until the following year. I, therefore, recommend a two-year contract which would provide a starting salary of $6,675 in the first year, the existing index, and an additional $50 increment on the Master's degree side of the schedule at the last three steps.

In the second year, the starting salary should be $7,375. However, if the BLS consumer price index reflects an equivalent loss of purchasing power during the first nine months of 1969 as compared with the same period of time in 1968, the Association should have the right to reopen the contract and bargain for more than $7,375.

In my judgment these recommendations take into account both the Board's current deficit and the leadership position which Swartz Creek can assume once it raises necessary revenues through adequate taxation next year.

7. DEFERRED PAYMENT

The Association proposes that "teachers. . .be paid an amount upon retirement equal to the number of years taught at Swartz Creek multiplied by $100. The rationale for this proposal is that the cost is small, some school districts in Genesee and Lapeer Counties are offering deferred payment to their teachers and the Swartz Creek salary has been below the State Median during the past five years.

The Board states that while it recognizes "the efforts of people who have given long and faithful service to our school and the community" the cost is prohibitive at this time and longevity pay has already been negotiated.

I am of the view that longevity pay is a partial compensation for long service employees and that, therefore, the parties should review their positions on this matter during the summer of 1969. In short, the Association should have a right to reopen a contract on this subject at which time adequate revenues should be available for financing the Association's proposals. If the Fact-Finder's proposals regarding taxation are followed, I can see no reason why the Association's proposal cannot be implemented during the summer of 1969.

8. SUBSTITUTE PAY

The Association proposes that qualified teachers who are called to do substitute teaching on an emergency basis during their conference hour, teachers of summer school, and teachers of driver education should be paid 1/6 of the regular contractual salary or $6 per hour.

The Board has proposed a rate of $5.25 per hour for emergency substitutes and 1/7 of the regular contractual salary per hour for summer school teachers.

The Association's proposals should not be unduly burdensome to the Board and I recommend their acceptance by the parties. Certainly, the Board should be willing to pay for substitute teaching which is, in effect, overtime; and, certainly it should be willing to pay for the amount of time in calls and preparation during summer school which is approximately 1/6 of the regular school year. Since, in my opinion, the Association's proposals have a more rational basis I recommend their inclusion in the parties' agreement.

9. PAY FOR COORDINATORS and
10. SPECIAL COMMITTEES

I am advised that the parties are near agreement on both of these issues and I, therefore, recommend that remaining differences be resolved by means of collective bargaining.

Respectfully submitted,

William B. Gould
Professor of Law
Wayne State University Law School

Detroit, Michigan
October 12, 1968

APPENDIX A

CLASS OR GRADE	RECOMMENDED CLASS SIZES	SUGGESTED MAXIMUM
Kindergarten	22	28
Elementary School Grades	25	30
Special Classes - Type A	15	(State Maximum)
Middle School (Grades 6, 7, 8)	25	32
High School		
English	22	28
Speech	22	28
Social Studies	25	32
Math		
General	25	32
Algebra I	25	32
Adv. Algebra	22	28
Geometry	24	30
Sr. Math. (Analysis)	15	25
Science	25	32
(Up to the number of work, lab, stations - 32)		
Foreign Language	25	32
Business		
General	25	32
Beginning Typing	25	32
Adv. Typing	25	32
Beginning Shhd	20	32
Adv. Shhd	25	32
Business Math	25	32
Bkkpg	20	28
Business English	22	28
Business Law	25	32
Office Practice		Up to 24
Industrial Arts - Up to the number of student work stations.		
Homemaking - Up to the number of student work stations.		
Art I, II, III, & IV - Up to the number of student work stations.		
Art History	25	32
Health Ed. & Phys. Ed	25	35
Phys. Ed. only	25	40
Study Hall - Cafeteria		Up to 80
Class Room		35
Library		25

Work stations may be added if room and class size will accomodate.