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Michigan State University  
LABOR AND INDUSTRIAL

To: Michigan Labor Mediation Board, 1400 Cadillac Square Building, Detroit.

Concerning a Dispute Between:

Taylor Board of Education  
(Taylor Township School District)  
Taylor, Michigan 48180

-and-

Taylor Federation of Teachers  
Local 1085, American Federation  
of Teachers, AFL-CIO

*Mark L. Kahn*

FINAL REPORT AND RECOMMENDATIONS OF FACT FINDING HEARINGS OFFICER\*

August 30, 1967

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(appointed May 17, 1967, by  
Michigan Labor Mediation Board)

*Taylor Board of Education*

## Final Report and Recommendations

### Recent Events

On August 15, 1967, the undersigned Fact Finding Hearings Officer issued an Interim Report. The content of that Interim Report will not be repeated here and is instead incorporated by reference in this Final Report.

The Employer, as of August 15, had offered a general salary increase of \$200 per annum. My Interim Report recommended a much more substantial salary improvement and urged the parties to return to the bargaining table for "an intensive effort to resolve their differences." I expressed the hope that the parties, after establishing the dimensions of this year's economic package, would be able to reach agreement on other issues.

The Board and the Union then arranged to meet on the evening of Thursday, August 24. The Board's spokesmen, at this meeting, presented the Union's negotiating team with the following economic proposal:

1. A general across-the-board increase of \$700.00 plus an additional increment of \$500.00 -- a tenth step -- for the M.A., M.A. plus 30, and the Pre-Doctoral maximums.
2. Non-degree teachers - \$6,825.00 (also a \$700.00 increase).
3. A tax sheltered annuity program (Board-sponsored arrangements, voluntary teacher contributions).
4. Payment at the rate of \$15.00 per (semester) credit hour for graduate credits earned after August 1967 above the Master's degree.

5. "All other matters relating to monetary items will be based upon the 1966-67 contract. The school calendar and length of the school day will remain the same as during the 1966-67 school year."

The full text of this proposal by the Board contained a reproduction of the proposed new salary schedule, the proposed 1967/68 school calendar and the old (1966/67) salary schedule for comparison purposes.

The Employer wanted the Union to accept this economic package prior to any discussion of "non-economic" items. I understand that the Employer specifically declined to enter into a discussion of the subject of changes in class size. The Union refused to accept the Employer's proposal, and the Employer's spokesmen then left the meeting. On the following morning, August 25, a copy of the Employer's proposal was sent to each member of the bargaining unit by the Employer with a letter urging "speedy ratification". The Union sent each teacher a newsletter headed "Board Walks Out" and observing that acceptance of the \$700 increase "as presented by the Board" -- i.e., prior to any discussion of non-monetary issues -- "would be a sickening sell-out." No further negotiations were scheduled.

It was under these circumstances that the Michigan Labor Mediation Board advised the undersigned, on August 25, that a Final Report might now be helpful. Accordingly, each party was contacted by the undersigned and a further hearing was called on Tuesday, August 29. During this hearing, which was attended by each party's full negotiating committee as well as many Taylor teachers, there was a review of all of the issues on the bargaining table and of the events that had occurred since the Interim

Report of August 15. Now, on the basis of all of the evidence and argument obtained from the parties in the course of eight hearing days in June, July and August, I make my Final Report.

### General Observations

I believe that the Employer, responding affirmatively to the recommendation contained in my Interim Report of August 15, developed a respectable economic package for the Union's consideration. I have no reason to doubt that the Board, acting sincerely and in good faith, evolved an offer containing as large an additional financial commitment as the Board felt could safely be undertaken at this time. This package might have provided a realistic basis for productive collective bargaining negotiations.

Unfortunately, the Employer implemented its position regarding the dimensions of an economic offer in a manner that caused a prompt breakdown of negotiations. By presenting its newly formulated position as an inflexible, best-possible, offer, under circumstances where no bargaining had occurred since the issuance of the Interim Report, and by refusing to discuss non-economic items until and unless the economic package was accepted, the Employer provoked an understandably negative response. And by distributing the terms of this offer to all teachers the following morning, the Employer has made it extremely difficult for the Union to consider any rearrangement of the moneys in the Employer's package that would disappoint the minimum expectations now established for each item in that offer.

I attribute this defective procedure to the Employer's lack of collective bargaining experience, to its concern about the slow pace of negotiations to date, and to its hope for a quick settlement that would ensure a "normal" resumption of public school activities after Labor Day. In fact, as has now occurred in this case, a take-it-or-else offer developed on an ex parte basis usually obstructs bargaining progress and delays the ultimate settlement.

There is still sufficient time for the parties to negotiate the terms of a new contract before the scheduled opening date of the Taylor Schools. To facilitate this objective, I am issuing this Final Report in time to permit its study by the parties prior to their next bargaining session now scheduled for Thursday, August 31, at 2:00 P.M. My recommendations have been shaped by the underlying economic realities as I appraise them, by the institutional needs of the parties, by the constructive educational objectives that both parties share with me, by the present "state of the record" on some proposals that require more study before they can be wisely implemented, and by a timetable that demands a prompt settlement for the sake of the young people of Taylor Township. It is my belief, in the context of recent events, that the Board is going to have to accept a financial commitment extending somewhat beyond the August 24 package offer in order to make possible the formulation of a workable settlement.

#### Recommendations

I shall now itemize my conclusions and recommendations on all of the issues that have been presented to me. I will deal with these

issues in the order that they were presented to me during the hearings. Each issue is identified by (a) the reference number assigned to it by me during the hearings, and (b) by the section of the 1966-67 Agreement that the item would supplement or amend.

1. Article II, Section 1b (pp. 1-2). Proposal: to include night school and "Head Start" teachers in the bargaining unit.

Recommendation: that a provision be written to establish the right of teachers in the bargaining unit to preferential consideration for night school and summer school and other special teaching opportunities, and to require the posting of such opportunities by the Employer. (Note: both parties have agreed that "visiting teachers" should now be called "school social workers". The Union also wishes nurses to be included within the bargaining unit, but this was not contained in the Union's amended petition and I therefore make no recommendation concerning this proposal.)

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2. Article II, Section 4 (p. 2). Proposal: to delete the underlined words:

4. An employee officially representing the teachers of Taylor on any committee, agency or other such body pertaining to any provisions of this contract established by the Board shall be selected from nominees submitted by the Union.

Recommendation: YES, the underlined words should be deleted. If the employee is to serve as an official representative of the teachers of Taylor, it is reasonable that he or she be a Union nominee. This deletion would not restrict the Employer when the

employee will not be officially acting as a representative of the Taylor teachers but serving in an individual capacity.

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3. Article II, Section 14b (p. 4). Proposal: to add "The Union President shall speak at the initial staff meeting of each school year."

Recommendation: NO. I am not persuaded that the Employer should be obligated to permit the Union President to speak at such a meeting.

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4. Article II, to follow Section 14 (p. 4). Proposal: that the Union's Executive Secretary be given released time, for matters pertaining to the Agreement throughout the system, after the first three hours if in secondary, or after the morning session if in primary; and that each Union building representative be given at least one hour each day of released time for matters pertaining to the Agreement in his building.

Recommendation: A new provision that Union officers and/or building representatives shall be granted released time for the investigation of urgent matters relating to the Agreement and its administration.

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5. Article II, new section (p. 4). Proposal: "The Union shall have the right to use a room of adequate size for building meetings."

Recommendation: NO. There appears to be no need for such a

provision because the Union has in fact had full access to suitable meeting rooms, even on short notice that precluded the use of the regular building room permit process. This kind of provision should be added only if a genuine problem were to develop, and there is no evidence that such a problem will appear.

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6. Article II, new section (p. 4). Proposal: "The Union shall have a place on all building meeting agendas upon request."

Recommendation: YES, for building meetings involving matters relating to the interpretation and application of the Agreement.

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7. Article VII, Section 3a1 (p. 7). Proposal: (a) Insert - the applicant shall have "at least a provisional or permanent certification at the level [i.e., primary or high school] for which he or she is to teach and" such skills as. . . (b) Add - "The candidate shall present a provisional or permanent certification in his field of teaching."

Recommendation: (a) The substance of the problem can be appropriately handled by a provision that regular teachers in the bargaining unit who are qualified and certificated for positions that are vacant will be assigned to fill such vacancies prior to the utilization of any individuals who possess only a ninety-day substitute certificate. (b) Both parties appear to concur in this proposal and I recommend its adoption.

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8. Article IX, Section 1 (p. 9). Proposal: Add "All teachers shall have a minimum of a fifty (50) minute duty-free lunch period."

Recommendation: NOT YET. This is a desirable objective, and already exists in some Taylor elementary schools. Present schedules have a 35-minute senior high school lunch period and a 30-minute junior high school lunch period, however, and further study is required to determine the rescheduling problems that are involved.

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9. Article IX, for insertion after Section 4. Proposals: (a) "Pupil Counsellor ratio [in secondary schools] shall be 250-1" (b) "All secondary teachers shall be eligible to take a lunch duty as one of their classes on a seniority basis." (c) All special area classes, such as industrial arts, homemaking, art, shall have class size limited to the state recommendation based on available space and safety recommendations." (d) Senior high composition teachers, teaching composition only, shall have a maximum class load of 25 pupils and shall have a maximum of four composition classes."

Recommendations: (a) YES, but not all at once. Senior high schools already have this 250-1 ratio. Proposal would entail hiring five additional counsellors for junior high schools, for a total cost of about \$40,000. Board should commit itself to achieving this objective by 1969-70, and to the immediate employment of one additional counsellor for 1967-68. (b) YES, in substance, if they

are qualified for this kind of duty. The parties should add a provision that:

All secondary teachers who desire assignment to lunch duty are entitled to an equal share of such duty on an annual rotating basis. Initial preference will be given to senior volunteers. If the number of qualified volunteers is not sufficient, the Employer may assign teachers involuntarily to lunch room duty in inverse seniority order among those who are qualified. The Employer reserves the right (a) to refuse lunch duty assignments to teachers who are not qualified for lunch duty, and (b) to delay a lunch period assignment where the specialized skills of the teacher are urgently required to meet schedule needs.

(c) NO. The objective is clearly a desirable one, but I believe it would not be feasible to turn State recommendations into mandatory prescriptions at this time. Particular problems of congestion in special area classes should be studied by the parties during the coming school year. (d) This is also a desirable proposal, which the Employer agrees to in principle. In fact, so far as the record indicates, no senior high school composition teacher is scheduled to teach more than four composition classes in 1967-68, and the classes as scheduled for Taylor Center High School will not exceed 29 students. More study is required in connection with the work loads of teachers who teach a mixture of composition and other classes in the senior high schools. I therefore recommend NO at this time.

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10. Article IX, to be inserted after Section 8 (p. 10). Proposals:

- (a) [This item, proposing a pay increment for teacher bus duty, has been disposed of by an agreement that all bus duty for teachers is abolished.]

(b) [This item involved a proposal for special payments to teachers of classes above specified sizes. It was withdrawn by the Union.]

(c) "Classroom teachers [elementary] shall be notified when special service personnel and special teachers, i.e., music and physical education and art, are absent and no substitute is available."

(d) "Classroom teachers shall not be assigned clerical duties, such as collection of fees. . ."

Recommendations: (c) YES, except delete "and art" because at present there are no specialized art teachers in the elementary schools. (d) I suggest adoption of the language contained in the Employer's counterproposal on this point:

The Board of Education recognizes the professional competency of its classroom teachers. In the running and the operating of any school, however, there are times that the collection of funds and clerical duties are essential for the overall operation of the school. The collection of such fees and clerical duties will be kept to a minimum and will be required of classroom teachers only when it is administratively impossible to do otherwise.

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11. Article IX, Section 10 (p. 10). Proposal (by Union): that the scheduled day "shall not exceed six and three-fourths (6 3/4) clock hours." Also included here are various Employer counterproposals relating to the work-day, to weekly hours, and to teacher attendance at the annual high school Open House and at PTA meetings. Item 5 of the Employer's August 24 offer proposes the status quo on this section of the Agreement.

Recommendation: NO CHANGE in Section 10 of Article IX.

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12. Article IX, Section 13 (p. 11). Proposal: Replace the present provision by:

13. All vacant positions, administrative, teaching, or extra curricular, except department heads, shall be posted with adequate notice so that all persons shall have an equal opportunity to apply. There shall be a Professional Review Board to evaluate and make recommendations of the applicants to the Superintendent from which the vacancy shall be filled. This P.R. Board shall consist of [two teachers and a principal from the level of school involved and the Assistant Superintendent in Charge of Personnel as chairman]. . . .

The exception noted for department heads in the first sentence is tied to another Union proposal that all department heads be elected.

Recommendation: NO. The essence of the first sentence of the proposal appears to be adequately covered by IX-13 and by XIII-3-3. I believe that the objective of the proposal for a Professional Review Board will be better met, at this time, by the utilization of the Grievance Procedure in any situation where the Union (or a teacher) believes that erroneous or discriminatory decisions have been made in the filling of vacancies.

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13. Article IX. Proposal: Add: "On days of emergency school closing, the teachers shall not be required to work."

Recommendation: Adopt a provision to the effect that when the Superintendent decides to close all Taylor schools on a system-wide basis because of an emergency situation, no teachers shall be required to report for work.

14. Article IX, Page 12. Proposal: That "should" be changed to "shall" on lines 2, 6, 10, 12, 18, 21, 25, 26, 32, and 37.

Note: the Employer has agreed to this change on all except lines 25 and 37.

Recommendation: YES, this change of "should" to "shall" should also be made on lines 25 and 37.

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15. Article XI, Section 6, SICK LEAVE. Proposals (by Union):

- (a) Omit the words "with a 120-day limit" from Section 6a;
- (b) Add a Section 6a4 that "Childhood communicable diseases contracted by a teacher shall be considered an occupational disability and shall not be charged against sick leave; and
- (c), amend Section 7 to provide five (instead of two) days leave for personal business to be deducted from sick leave. . .

Proposal (by Employer): Add Section 6d: "The Board of Education reserves the right to establish a reasonable method to verify days taken in Item 6b."

Recommendations: (a) To permit sick leave to accumulate without limit at the current rate of fifteen days per year involves long-term financial obligations that the parties have not adequately analyzed, especially in connection with severance pay. Because 53 teachers are now at the 120-day maximum, I recommend an immediate increase in this maximum of five days, to a total of 125 days. I also recommend that the parties engage, during 1967-68, in a careful analysis of the financial implications of possible

additional revisions of the Sick Leave program in conjunction with severance pay. (b) YES in principle, to be implemented by a provision that no sick leave will be charged whenever a teacher's absences from duty are covered by Workmen's Compensation. (c) YES, partly, to three days per year of such leave for personal business instead of the present limit of two days yearly.

The Employer's proposal: NO. This proposal is superfluous, in my judgment, because the Employer possesses the inherent authority to verify claims under the Sick Leave program by reasonable methods. Methods viewed as unreasonable can be challenged in the Grievance Procedure.

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16. Article XII, (p. 20). Proposal: "Language labs and libraries shall not be used as classrooms."

Recommendation: YES, in principle. I suggest language to the effect that:

Language labs and libraries shall not be used as general classrooms except in emergencies and only when qualified personnel are available to ensure the safety of equipment and books.

The major concern here, one that I am sure is shared by both parties, is for the protection of the specialized equipment and the books. The recommended language should provide a workable guide.

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17. Article XXI, Section 4 (p. 20). Proposal: Add, "If room temperature drops below 60°F., students and teachers shall be sent home."

Recommendation: NO, not in this form. The parties should adopt this kind of provision to deal with this type of situation:

Teachers and children will be relocated or sent home by the principal when room temperature, ventilation or other conditions become incompatible with health and/or safety.

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18. Article XV, Section 4. Extra Curricular Activities Compensation as Percent of Minimum B.A. Degree Pay. Proposal: to double the current percentages and to create certain additional bases for extracurricular compensation.

Recommendation: NO -- present percentages should be retained for 1967-68. Improved B.A. minimum salary will provide additional monetary compensation for these activities. I have also not been persuaded that the proposed additional positions are required this year.

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19. Article XII, new item after Section 5. Parties have AGREED on new language assuring each special service teacher and supplemental personnel a specified locking desk or file.

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20. Article XII, proposed additions to Section 11. WITHDRAWN by Union.

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21. Article XV, addition after Section 3 (a). Proposal of Union relates to additional compensation for graduate credits beyond the M.A. or M.S. degree and to the intervals for the reporting and crediting of such extra compensation.

Recommendation: adoption of Item 4 of the Employer's proposal of August 24, 1967 (see above, this Report, p. 1).

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22. Article XII, addition (p. 23). Proposal: "Promotion or retention and the final grades of a class for a student shall be at the discretion of the teacher only."

Recommendation: NO, not at this time, although the principle is a valid one. Both parties agree that there has been no recent problem in this area, i.e., teachers' grades are not being changed. I recommend joint examination of practices at other schools in this connection, of whether decisions on promotion or retention should be in the same category as grades, and of whether or not there might be any circumstances that could justify, by appropriate procedures, the administrative revision of a teacher's grade.

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23. Article XII, addition (p. 23). Proposal: regarding the machine grading of "standardized tests", the months in which they should be given, and the pre-gluing and labeling of tapes.

Recommendation: NO. I suspect the problems involved here can best be ironed out informally.

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24. Article XII, Section 16 (p. 21). Proposal: Add -- "When the adoption of a new textbook is to be considered no adoption shall be made that is not recommended by the committee of teachers involved in the use of that text."



Recommendation: YES in principle. I suggest slight revision of language to the effect that no new textbook will be adopted if it is opposed by a majority of the committee of teachers involved in the potential use of that textbook.

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25. Article XII, new section. Proposal: "The supply budget allocation for each school shall be made available to the [Union's] building representative at his request."

Recommendation: YES.

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26. Article XII, Section 19m (p. 21). Proposal: Change "or" to "and".

Recommendation: Revise this section to read: "19. A lockable desk or a lockable two-drawer file cabinet shall be made available to each teacher." The Union's specific proposal is NOT recommended.

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27. Article XII, new section (p. 23). Proposal relates to the care, maintenance and purchasing of audio-visual equipment.

Recommendation: NO.

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28. Article XIV, Grievance Procedure. Note: This item has been settled by the parties with language including "STEP 5" of the Grievance Procedure in the 1966-67 contract between the Detroit Board of Education and the Detroit Federation of Teachers.
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29. Article XV, Section 2g (p. 27). Proposals (by the Union):

involve a number of changes and additions relating to department chairman; their number and location, their selection, their release from other duties, etc.; establishment of a "Coordinator of Foreign Languages" for the entire secondary level; and provision of one secretary for every three counsellors.

Recommendation: NO for the present. Some of the proposals need further study, and some (like more secretarial help for counsellors) are clearly desirable but cost money. The burdens of department chairmen should be systematically assessed, especially with a view to ascertaining differences among departments in the nature of the chairman's job. I believe that chairmen should be appointed by principals upon the advice and (hopefully) the endorsement of the department members, and that such appointments should be for specified, renewable, terms. These matters should be explored by the parties during the coming year in preparation for their next (1968) negotiations.

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30. Article XV, Section 2h (1), Severance Pay. Proposal: "(1) Severance pay: Severance pay of 75% of the accumulated sick leave days will be paid to certified personnel leaving the system after at least 30 years of service in the Tayler Township School District, 50% shall be paid after 20 years of service, 37 1/2% shall be paid after 15 years of service, and 25% shall be paid after 10 years of service."

Recommendation: PARTLY. The present provision is for the payment of fifty percent of accumulated sick leave days after at least twenty days of service. I recommend the adoption now of one intermediate step: twenty-five percent of accumulated sick leave days after at least ten years of service. Such an intermediate step will encourage the accumulation (and therefore non-abuse) of sick leave by younger teachers and is reasonable "separation pay" after ten years of service. Any other modifications should await the results of the study recommended in conjunction with item No. 15 (Sick Leave).

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31. Article XV, Section 2k (p. 28). Proposal for higher rates of pay for emergency substitute coverage by on-the-job teachers.

Recommendation: The principle of somewhat higher relative rates of pay is reasonable, but implementation of higher relative rates should NOT be attempted at this time. Since emergency substitute work by on-the-job teachers is paid on the basis of a specified fraction of the teacher's annual salary, the absolute level of pay for this work will be higher in 1967-68 because of the general salary improvement that will take place.

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32. Article XV, Section 2k, line 3 (p. 28). Original proposal withdrawn in favor of agreed language providing that teachers will be permitted to accept assignments as hourly substitutes only during their scheduled planning and lunch periods or outside of regular working hours.

33. Article XV, Section 3. This proposal relates to additional compensation for graduate credits above the Master's degree and has been handled under Item No. 21, above.

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34. Article XII (page 23). Proposed additional provisions dealing with various curriculum matters and school hours, tied to reductions in maximum class size.

Recommendations: The primary concern in this item, I believe, is the question of class size. Article IX, Section 4, of the 1966-67 Agreement, committed the Board to request funds in the budget so that no class in the system will exceed 34 pupils during 1967-1968. The Board, during the hearings, indicated its intent to comply with this commitment. The Board's tentative program for 1967-68 dated April 13, 1967 (Union Exhibit #3), utilizing the new elementary school, projects an elementary class average of 30.2 pupils. The projected average junior high school class enrollment is 32. It is my judgment that it would not be wise or practical, and might be impossible without radically disadvantageous measures, to reduce class size for 1967-1968 beyond these indicators. Rather, it is my recommendation that the Union and the Board should now establish class size goals for 1968-69 and for 1969-70. On this basis, the Board will be able to plan ahead and present its case to the public for the required resources. My specific suggestion, for 1968-69, is a maximum class size of 32

grades 4 - 12, and a maximum class size of 30 for grades K - 3, subject, of course, to the exceptions presently outlined in IX-4 (a through f). I recommend endorsement by the Union of the Board's "tentative program" of April 13, 1967, for the coming year, and that the other Union proposals in this item be withdrawn for the coming year.

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35. School Calendar. The major difference between the Calendar proposed by the Union and the Calendar contained in the Board's offer of August 24 is in the school closing date: June 7, 1968, under the Union's plan; June 14, 1968, under the Employer's.

I have carefully reviewed the arguments of both parties regarding the length of the school year as well as the constraints imposed by State law. It is my conclusion, in light of educational, political and economic considerations relevant to this issue, that this is not an appropriate time to implement a reduction in the academic year to the minimum permitted under the law. Accordingly, I recommend adoption of the Calendar proposed for 1967-68 by the Employer.

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36. The Salary Schedule. I have analyzed the Salary Schedule proposed by the Employer on August 24, 1967. The general increase of \$700, and the additional \$500 step at the end of each line of progression, satisfy the criteria described in my Interim Report. It should also be noted that the earnings expectations of Taylor teachers are

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favored by the uniform annual increment of \$500, a substantially higher increment than is generally found and the highest (as of 1966-67) in any Wayne County school district. I recommend that the parties accept this proposed Salary Schedule, subject to the opportunity for joint discussion in which the Board should consider any desired rearrangement of the aggregate money benefits.

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POSTSCRIPT

With these recommendations, my duties as a Fact Finding Hearings Officer for the Michigan Labor Mediation Board have ended. I want to thank the parties for the cooperation and courtesy they have extended to me. I hope that they will discover, in these recommendations, a workable basis for resolving their immediate differences. I have considerable assurance that their mutual interest in high standards of education for Taylor Township will foster an increasingly constructive and productive relationship between the parties in the years ahead.

DATED:  
August 30, 1967

Mark L. Kahn  
Mark L. Kahn  
Fact Finding Hearings Officer