

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

In the matter of:

WAVERLY PUBLIC SCHOOLS

and

WAVERLY EDUCATION ASSOCIATION

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Michigan State University

Thomas E. Egan, Daniel Kueger

HEARINGS OFFICER'S FACT FINDING REPORT

APPEARANCES:

For the School Board: Clifford M. Marcus, Assistant Superintendent
Roger W. Petrie, Business Manager
Richard F. Hooker, Attorney

For the Education Association: Harry W. Bishop, MEA
Jerry Amos, Professional Negotiations Chairman
John Winn
James Johnson, Past President

This is a fact finding report under the provisions of Section 25 of Act 176 of the Public Acts of 1939, as amended, which provides in part as follows:

"Whenever in the course of mediation under Section 7 of Act No. 336 of the Public Acts of 1947, being Section 423, 207 of the Compiled Laws of 1948, it shall become apparent to the Board that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the Board may make written findings, with respect to the matters in disagreement. Such findings shall not be binding upon the parties but shall be made public..."

Waverly

Public Schools

In accordance with the Commission's Rules and Regulations relating to fact finding, the undersigned Hearings Officer was designated to conduct a hearing in the matter and to issue a report in accordance with Employment Relations Commission General Rules and Regulations Rule 35. Briefly, this Rule states that the Hearings Officer will issue a report with recommendations with respect to the issues in dispute.

The Issues

In its petition for fact finding dated August 26, 1969, the Waverly Education Association listed the following issues:

ASSOCIATION POSITION

BOARD POSITION

Binding Arbitration

Proposes binding arbitration as the terminal step of the grievance procedure. (A binding arbitration provision has been proposed as a substitute paragraph for the existing Level Four of the present contract).

Binding arbitration does not come within the defined re-opener of "monetary and calendar".

Extra Compensation for Extra Preparation

Proposes \$475 per semester per extra preparation. (Applies to secondary teachers only.)

Extra compensation for extra preparation doesn't come within the defined reopeners of "monetary and calendar". This provision bases difficulty in defining extra preparation.

Clerical Aides

Proposes two (2) aides per school day per elementary building and five (5) aides per secondary building.

Clerical aides provision doesn't come within the defined reopeners of monetary and calendar.

Salary Schedule "A"

Proposes to strike out the words "graduate level" from page 2 of schedule "A" in the existing contract.

Objective to this proposal--the board was not clear.

ASSOCIATION POSITION

BOARD POSITION

Conference Allowance

Proposes the Board pay \$50 per conference without deducting substitute pay.

Proposes \$75 with substitute pay deducted and 10¢ per mile included for transportation costs.

Unemployment Compensation

Proposes that the Board of Education shall file with the Michigan Employment Security Commission for Unemployment Compensation for teachers.

This provision is prohibitive because of the difficulty in calculating the cost.

Fringe Benefits

Proposes the Board payment of \$30 per month per teacher for health/medical insurance with full options.

Proposes \$30 per month per teacher for health/medical insurance with no options.

Extra-Curricular Pay

Proposes three years of outside experience be granted for all extra-curricular personnel upon entering the district.

Objective to this proposal based on the difficulty in calculating the outside experience.

Salary Schedule

Calendar

The Board of Education in a letter to the Michigan Employment Relations Commission dated August 26, 1969, stated that the Education Association sets forth the issues that remained unresolved at the bargaining table.

The Michigan Employment Relations Commission concluded that matters in disagreement between the parties might be more readily settled if facts involved in the disagreement were determined and publicly known. Accordingly, the Commission appointed Dr. Daniel Kruger as its Hearings Officer and Agent. The hearing was held in room 100, S. Kedzie Hall, Michigan State University, East Lansing, Michigan on September 16, 1969. A second meeting was held at the same location on September 23, 1969.

At the meeting on September 16, 1969, the Education Association dropped the issue of unemployment insurance for teachers from its Petition for Fact Finding. The parties agreed on language dealing with the issue of striking out the words "graduate level" from page 2, Salary Schedule A and inserting appropriate language. The parties also worked out an agreement on the issue of conference allowance as follows: The Board will pay the teacher \$50 per conference without deducting substitute pay. The parties also worked out a tentative agreement on the calendar. Thus, the remaining unresolved issues are: binding arbitration, extra compensation for extra preparation, clerical aides, Health/medical insurance, credit for outside experience for extra curricular personnel and salary schedule.

Discussion of Unresolved Issues and Recommendations

Binding Arbitration

The Education Association seeks to include binding arbitration as the terminal step of the grievance procedure. Article XVII of the agreement now provides at Level Four referring the grievance to the mediation process of the Employment Relations Commission. The Employment Relations Commission has issued a policy dated March 21, 1969, that "fact finding applications involving grievances arising out of the application and/or interpretation of collective bargaining agreements will no longer be processed by the Commission unless, in the Commission's judgment, publicizing the findings of fact and recommendations will more readily settle the dispute". For this and other reasons, the Education Association wants to include binding arbitration at Level Four. The arguments presented by the Education Association for arbitration are well known and they need not be summarized here.

The Board of Education's position is that the subject of arbitration does not come within the defined reopener of "monetary and calendar". The current agreement is for three years--July 1, 1967-June 30, 1970. Article XX provides

for a reopener on monetary and calendar items in this agreement. The Board did not state that it was opposed to arbitration but that the subject was not appropriate under the reopener clause.

Recommendations

The Hearings Officer does not recommend arbitration at this time since it is not a subject for reopening. He is cognizant of the policy declaration of the Michigan Employment Relations Commission on fact finding of grievances, but should a grievance reach Level Four, the parties could petition the Commission for fact finding. The Commission would then decide if the petition will be granted. Moreover, the Hearings Officer notes that the current agreement is for three years and will terminate on June 30, 1970. Reopeners have been limited to monetary and calendar items. It seems inappropriate and unwise to add an arbitration clause without careful examination and study to all provisions in the agreement. Should arbitration be a subject for negotiations in 1970, the parties will then be in a position to consider the entire agreement. They could then make the necessary language changes which they deem appropriate in light of an arbitration clause.

Clerical Aides

The Association proposed that two clerical aides be provided for each elementary school and that five clerical aides be provided at each secondary school. At a rate of \$2.00 an hour, the cost of these aides will be \$58,320 for 1969-70 (Education Association Exhibit 9 (a)). The Association pointed out that both East Lansing and Lansing in their arguments for 1969-70 provided for the employment of clerical aides.

The present agreement states that "additional clerical help shall be provided in all school buildings consistent with availability of funds" Article V, Section IV, page 13. The Education Association argues that funds

are available only when budgeted and appropriated.

The Board of Education's position is that the demand for clerical aides does not come within the reopener of monetary and calendar as provided by the agreement Article XX.

Recommendations

The Hearings Officer does not recommend the adoption of the Education Association proposal at this time. He is persuaded that this item is not an appropriate subject under the terms of the reopener. Roberts' Dictionary of Industrial Relations defines a reopening clause:

"A provision in a collective bargaining agreement which permits either side to reopen the contract during its term, generally under specified circumstances or at specified periods of time, to meet economic and other conditions prior to the actual expiration of the agreement.

These clauses may provide primarily for wage reopenings at fixed periods of time, particularly where the contract is of long duration, such as a four or five-year period. The clause may be inserted where economic conditions are changing rapidly, as during a war period or a period of rapidly changing prices, to permit the employer and the union to review economic conditions and make necessary adjustments to them..."

While the employment of clerical aides does involve the expenditure of money, it cannot be considered monetary as commonly used in a contract reopening clause.

The Hearings Officer does recommend that the Board of Education demonstrate good faith in implementing Article V, Section N p. 13. An effort should be made to hire additional help. The Hearings Officer agrees with the Education Association that availability of funds is vague and that funds are available only when budgeted. The Hearings Officer refrains from specifying the exact number to be employed, because the agreement is silent on this matter.

Furthermore, the Hearings Officer recommends that the Superintendent direct the principals of all the schools to prepare a procedure spelling out the availability of school secretaries and clerks to assist the teachers in the typing of teaching materials, examinations, etc. This procedure

should be widely publicized so that all teachers will be apprised of it.

Furthermore, the Hearings Officer recommends that the Superintendent develop a procedure for effective utilization of the co-op students and high school student aides who may be available to assist the teachers in clerical duties. Under no circumstances should these students be permitted to type up examinations. The procedure developed by the Superintendent should be publicized so that the teachers are aware of it. The effective utilization of such students will tend to reduce some of the clerical duties currently being performed by the teachers.

Extra Compensation for Extra Preparation

The Education Association proposes that each secondary teacher (defined as those teaching grades 7 - 12) be paid \$475 per semester for each additional preparation as stated in Article V, Section A. This Section now states "The normal weekly teaching load in the Waverly secondary schools shall be in accordance with the North Central Association regulations. A secondary teacher shall have no more than three (3) preparations. Additional preparation may be assigned based upon the need of the program. Each secondary teacher may be assigned to one home room period daily..."

The Education Association stated that the secondary structure around subject matter areas is designed to take advantage of a teacher's specialization. In its words: "More than three different preparations, by subject area and/or grade level, disregards the value of specialization in a subject matter". It notes that "special ability groupings within one subject at one grade level would not be considered as a different preparation." (Education Association Exhibit #7). Another argument for this proposal is that "considerable depth in subject matter research is required for preparation".

The Education Association estimates that based upon schedule of classes as of September 3, 1969, this proposal would cost \$11,400 for the first

semester. (24 extra preparations distributed as follows: 10 High School, 5 East Junior High, and 9 West Junior High at \$475 each), (Education Association Exhibit #9).

The Board of Education stated that this proposal does not come within the defined reopener of "monetary and calendar". The Board also argued that it is difficult to define what is a preparation. This provision, in the Board's view, would be difficult to administer and would not give the flexibility needed for curriculum diversity. Furthermore the Board noted that there is an effort to cut down the number of preparations when they become unmanageable.

Recommendations

The Hearings Officer acknowledges that this issue falls within the scope of the reopening clause. He, however, does not recommend that there be extra compensation for extra preparation. The Board of Education and the Education Association have already agreed that a secondary teacher shall have no more than three preparations (Article V A of the agreement). The Education Association recognizes that the schedule of classes could be managed in such a way as to reduce, for the most part, the work load of teachers to the three preparations as specified by the agreement. The Hearings Officer recommends that the Superintendent and his principals re-examine the schedule with the objective of limiting the work load of teachers, wherever possible, to three preparations.

The Hearings Officer notes that the agreement provides that additional preparations may be assigned based upon the need of the program. It is his understanding that the principal consults with the teacher prior to assigning these additional preparations. The teacher has the right to refuse such assignments. If the assignment is made without consulting the teacher, this teacher has access to the grievance procedure.

It was stated by the Education Association that probationary teachers

are reluctant to use the grievance procedure because of their status. Such teachers may feel that they jeopardize their prospects of being considered for a tenure position if they use the grievance procedure or complain about additional preparations. If this be the situation, the Hearings Officer recommends that the Board of Education take such steps as may be necessary to insure that probationary teachers are treated fairly and equitably as all other teachers on the staff. Taking advantage of a probationary teacher is not good personnel administration.

Extra Curricular Pay

The Education Association proposes that "Credit shall be given for a maximum of three years' experience in the activity they are sponsoring or coaching during the forthcoming year or for similar or related experience in the same area at Waverly (e.g. sophomore class advisor 1968-69 becoming junior class advisor 1969-70; assistant football coach becoming head football coach.) (Education Association Exhibit #11). The Association stated that extra curricular activities are by all educational standards an integral part of any comprehensive high school curriculum. Furthermore, it noted that "Gaining expertise in the direction of extra curricular activities is attainable only through experience with a particular activity." It called attention to the fact that six of the ten comparable school districts pay extra curricular personnel with respect to experience gained in a given activity (Education Association Exhibit #12). The Education Association contends that the Board of Education actually does hire experienced personnel for extra curricular positions. It maintains that the Board pays teachers with respect to teaching experience and it also hires extra-curricular personnel with respect to experience. Consequently, the Board should compensate for extra curricular experience.

The Board of Education has agreed to give up to a maximum of three

years' credit to teachers for similar or related experience in the same area at Waverly. It is opposed to giving credit for experience gained outside the Waverly district because of the difficulty in evaluating such experience. The Board maintains that teachers are hired for their teaching capability and not for extra curricular activities.

Thus, the difference between the two proposals is; The Education Association wants the Board to grant credit up to a maximum of three years for outside experience to all extra curricular personnel upon being hired. The Board wants to give credit up to a maximum of three years for experience gained within the Waverly district to extra curricular personnel.

The Board has agreed to pay \$33,274.00 for extra curricula activities, crediting experience in Waverly, but not experience in the activity outside of Waverly. The Education Association proposal would cost \$36,072 giving credit for experience in Waverly and a maximum of three years of outside experience. The maximum cost difference between the two proposals is \$2,798.00 (Education Association Exhibit #14).

Recommendations

The Hearings Officer recommends the acceptance of the Board's proposal of granting credit up to a maximum of three years for experience gained within the Waverly district. The Hearings Officer is persuaded that the Board would have difficulty in evaluating experience in extra curricular activities gained outside of the district. It seems to the Hearings Officer that the payment for extra curricular activities must reflect the philosophy of the educational program of the district. Accordingly, the experience of the extra curricular personnel gained within the district in implementing Board philosophy can be evaluated. Outside experience cannot be so evaluated against Board philosophy.

Health/Medical Insurance

The Education Association seeks to have the Board of Education pay \$30.00 per month per teacher toward the purchase of group health insurance or any options offered under the insurance plan of the carriers. These options include group dental, group life, salary protection, long term disability, term insurance. The Board of Education in the 1968-69 agreement paid a sum of \$15.00 per month per teacher toward the cost of an approved comprehensive hospitalization, medical and surgical protection plan for each faculty member and his immediate family or toward the cost of group life or salary protection insurance, at the option of the faculty member.

The Board of Education's proposal is to pay \$30.00 per month per teacher for health insurance with no options.

The total estimated cost of the Education Association's health insurance proposal is \$70,000 which represents an increase in costs of \$31,000 over 1968-69. (Education Association Exhibit #35). The Board in its presentation estimates that its proposal for health insurance for 1969-70 would cost \$82,106 (Board Exhibit page 1).

The Education Association noted that 50 percent of the Waverly teaching staff in 1968-69 utilized the optional benefits available to them. It also maintained that if a new program were instituted for the year 1969-70 without optional benefits more than half of the teachers and their families would suffer from inadequate or incorrect benefits (Education Association Exhibit #35).

Recommendations

The Hearings Officer recommends that the Board pay \$30.00 per month per teacher toward the cost of an approved comprehensive hospitalization, medical and surgical protection plan for each faculty member and his immediate family or toward the cost of group life or salary protection in-

surance, at the option of the family member. This recommendation is identical to the language of the 1968-69 agreement, Article XVIII Section A with the exception of the dollar amount. The Board had previously offered \$30.00 per month per teacher for health/medical insurance with no options. This costs out to \$82,440 for 229 teachers. The Board had costed out its proposal for health insurance at \$82,106 and the Education Association's proposal at \$82,106. There is no difference in the estimated costs in the two proposals. The issue therefore revolves around options. The Hearings Officer's recommendation is a continuation of those options provided in the 1968-69 agreement, Article XVIII Section A.

Salary

The Education Association is proposing three basic changes in the previous salary schedule--(1) the level of salary, (2) the payment for semester hours and (3) longevity.

The salary schedule being proposed by the Education Association has a base of \$7600 for the B.A. There is agreement by the parties on the index and the number of steps (10). It estimates its salary proposal of \$7600 base to cost \$2,331,718 for 220 teachers (Education Association Exhibit #18). The Board of Education, however, estimates the cost of salaries at a \$7600 base to be \$2,367,438 (Board Exhibit p. 27).

The Board of Education has proposed a salary base of \$7150 for the B.A. and has costed this out at \$2,227,260 (Board Exhibit p. 33). It estimates the amount involved for degree change to be \$15,000. Thus, the difference between the base salary proposal of the Education Association and the Board of Education is \$114,458 ($2,331,718 - 2,227,260$) or, if the Board estimate of the Education Association proposal is used, \$140,178 ($2,367,438 - 2,227,260$). The chart on page 13 presents the salary schedule for 1968-69 and the Association and Board's proposals for 1969-70 for the B.A., B.A. + 15, and M.A.

PROPOSED SALARY SCHEDULE

Step	<u>BA</u>			<u>BA + 15</u>			<u>MA</u>		
	1968/69	WEA	WBE	1968/69	WEA	WBE	1968/69	WEA	WBE
1	6805	7600	7150	7077	7904	7436	7349	8208	7722
2	7145	7980	7508	7451	8322	7829	7758	8664	8151
3	7486	8360	7865	7826	8740	8223	8166	9120	8580
4	7826	8740	8223	8200	9158	8616	8574	9576	9009
5	8234	9186	8652	8642	9652	9081	9051	10108	9510
6	8642	9652	9081	9085	10146	9545	9527	10640	10010
7	9051	10108	9510	9527	10640	10010	10003	11172	10511
8	9527	10640	10010	10037	11210	10546	10548	11780	11083
9	10003	11172	10511	10548	11780	11083	11092	12388	11655
10	10480	11704	11011	11058	12350	11619	11637	12996	12227

Both the Education Association and the Board of Education presented data to support their position with respect to the base salary. Of particular interest to the Hearings Officer is the history of millage elections in the district. In 1968, three millage elections for 13.5 mills had to be held before the voters passed it. In 1969 the voters passed 13.5 mills with the understanding that the program would be basically the same as the previous year. In June 1970, another millage election will be held.

Salary Recommendations

After careful examination of the data presented the Hearings Officer recommends a base salary for the B.A. of \$7300. In framing this recommendation he was persuaded that the starting B.A. salary should be competitive with Lansing and East Lansing. Furthermore, the State Equalized Valuation in Waverly is slightly higher than in East Lansing.

Below is a chart comparing the salaries for the three school districts:

	B.A. Minimum - Maximum	M.A. Minimum - Maximum
Lansing	7375 - 11,800 (10 steps)	7965 - 12,980 (10 steps) 15,213 (22 steps)
E. Lansing	7200 - 11,800 (11 steps)	7700 - 13,000 (11 steps)
Waverly		
Ed. Assoc.	7600 - 11,704 (10 steps)	8308 - 12,996 (10 steps)
Board	7150 - 11,011 (10 steps)	7722 - 12,227 (10 steps)
Fact Finder Recommendation:	7300 - 11,242 (10 steps)	7884 - 12,483 (10 steps)

The Hearings Officer's salary recommendation of a \$7300 base B.A. would cost approximately \$54,000 more than the Board's proposal of a \$7150 base B.A. (2,451,469 - 2,397,743) (Board Exhibit p. 33).

This starting salary should enable the Waverly district to compete favorably for the kind of teachers needed for its educational program.

It appears to the Hearings Officer that the financial position of the Board is such that it can absorb the additional costs of \$54,000 without affecting to any significant degree its educational program.

Under the Hearings Officer's salary recommendation:

A teacher moving from Step 1 B.A., 1968-69 agreement, to the recommended Step 2 B.A. would receive an increase of \$860 (7665 - 6805) or 12.7%.

A teacher moving from Step 9 B.A., 1968-69 agreement, to the recommended Step 10 B.A. would receive an increase of \$1239 (11,242 - 10,003) or 12.4%.

A teacher moving from Step 1 M.A., 1968-69 agreement, to the recommended Step 2 M.A. would receive \$973 (8322 - 7349) or 13.2%.

A teacher moving from Step 9 M.A., 1968-69 agreement, to the recommended Step 10 M.A. would receive an increase of \$1391 (12,483 - 11,092) or 12.5%.

Thus the Hearings Officer's salary recommendation not only provides an increase which takes into account the rising cost of living which has occurred in the last year, but provides for a more equitable salary structure in line with teacher preparation and responsibility.

Salary--Pay for Semester Hours

The Education Association has proposed that the teachers with a B.A. + 15 receive \$20 per semester hour of credit times the index at their experience level for advance study beyond the B.A. + 15; and that for advance study beyond the M.A. the teachers would receive \$30 per semester hour of credit times the index at their experience level (Education Association Exhibit #15).

The Association stated that this proposal would provide a greater incentive for teachers to continue their education by allowing them to receive compensation within one year of receiving the credit.

The Board salary structure for 1969-70 takes into account the advance study of teachers beyond the M.A. with a provision for M.A. + 15 and M.A. + 30. The 1968-69 negotiated salary schedule includes: B.A., B.A. + 15, M.A., M.A. + 15 and M.A. + 30.

Recommendations

The Hearings Officer does not recommend the adoption of the Education Association's proposal for pay for semester hours. The salary structure as proposed by the Board and in effect in 1968-69 does provide incentive to the teachers to continue their education. In the Hearings Officer's view the Education Association proposal is more like a tuition refund program on a semester hour of credit basis rather than a program of giving financial recognition to the attainment of a certain block of credits. The schedule in the 1968-69 agreement and in the Board's proposal gives recognition upon completion of a given goal. This should serve as a greater incentive than payment for an individual semester hour of credit.

Salary--Longevity

The Association has proposed that starting with the 1969-70 school year, teachers with a B.A. degree or above shall receive \$200 longevity compensation for each year of experience between the 10th and 20th years of service (Education Association Exhibit #17). It estimates that the maximum cost of this proposal would be \$14,000 (Education Association Exhibit #15).

The Association maintained that such a proposal would attract and retain career teachers and would make for a stable teaching staff of experienced teachers. Such teachers, it contended, are valuable to both the school administration and the community.

Recommendations

The Hearings Officer notes that the salary schedule with ten steps provides for longevity compensation until the 10th step. The parties, if they so desired, could extend the salary schedule to include more steps. The trend, however, in teacher compensation is to compress the steps to 10-12. This was done in order to permit the teacher to reach the maximum of the range within a shorter time period.

The Hearings Officer cannot recommend the payment of longevity compensation as proposed by the Education Association to teachers of 10-20 years of service. In his view, longevity pay has no place in a modern, progressive salary plan. There is no evidence to support the proposition that increased competency and effectiveness of the teacher is a function of length of service. He does recommend that the parties establish a joint committee to study carefully methods for compensating teachers, including a merit plan, differentiated assignments, longer work year, different categories of teachers to mention a few. There is need for innovation in salary schedules for teachers. This Committee should be established immediately in order to be able to report its findings for the next negotiating period.

Summary

The Hearings Officer made recommendations which can serve as a basis for the parties to reach agreement. He strongly urges the parties to give serious consideration to these recommendations so that the agreement can be finalized. It is hoped that this report will assist the parties in developing and promoting good will which is so essential to an effective educational program in the Waverly school district.

One final comment--The Hearings Officer strongly suggests that in the future the parties conduct their bargaining at the table and not in the press. The quality of good will can be dissipated through a garbled news release.

October 16, 1969

Daniel H. Kruger
Hearings Officer