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BY APPOINTMENT OF

THE

EMPLOYMENT RELATIONS COMMISSION
STATE OF MICHIGAN

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

In the Matter of Fact Finding Between:

WEST BRANCH-ROSE CITY EDUCATION ASSOCIATION)

-and-)

WEST BRANCH-ROSE CITY COMMUNITY SCHOOL SYSTEM)

David Helburn 12-13-69)

REPORT

Introduction

A one year Agreement between these parties expired September 1, 1969. Negotiations for a new Agreement have resulted in impasse as to salary schedule and 4 other issues. In addition the duration of the contract is not yet agreed upon pending resolution of other issues in dispute. Tentatively each party is inclined to favor a two year Agreement to cover the 1969-70 and 1970-71 school years.

Based on a joint application for Fact Finding, a hearing was held at the High School on December 9, 1969. This Report treats the various issues in dispute following the order in which they were presented at the hearing.

I. - Professional Improvement

ARTICLE XVIII of the expired Agreement contained the following language as to "Professional Improvement":

"A. The parties support the principle of continuing training of teachers, participation in special studies and participation in community educational projects.

"B. The Board will endeavor to provide upon application and approval of the building principal the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.

West Branch - Rose City Community School System

"C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers shall attend. Time limit as stated in Article V shall be followed."

The Association has made the following proposal on this subject:

"The Board will provide upon application of the member, the necessary funds for each teacher to attend one professional conference within his teaching field. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. (10¢ per mile)"

The Board's counter-proposal reads as follows:

"The Administration will, whenever financial resources allow, endeavor to provide upon application and approval of the building principal the necessary funds for teachers who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed reasonable expenses of the School Board as well as the cost of a substitute teacher if needed to relieve the teacher attending such conference."

The former salary schedule, which will be described and discussed in greater detail below, contained salary increment "blocks" after steps 4 and 8. The significance of a "block" (shown by double-lining on the 1968-69 salary schedule) was that a teacher could not advance into the next group of step increments without having completed an understood amount of "professional improvement". 10 "professional growth credits" were needed to pass into the next group of step increments. A total of 8 "professional growth credits" could be acquired by academic course work allowable at the rate of 2 "professional growth credits" for each semester hour. The remaining 2 "professional growth credits" traditionally had to be acquired by subject-oriented conferences or comparable outside professional activities.

The Association desires to now assure that each of its members will be able to complete required "professional growth" by a guarantee of conference attendance at least once a year at the Board's expense. The Association points to the enhanced quality of education that results from attendance at conferences by teachers. Also implicit in the Association's proposal is the fact that "professional growth credits" will be more readily, if not assuredly, obtained; thus leading to regular and unimpeded salary step increment increases by all teachers.

The Board is in agreement with the principle involved, but can only agree to conference attendance if, when and as money is available.

The desirability of teachers attending conferences in their field is easily recognized. However, the financial condition of this district is such that an open-ended proposal such as that advanced by the Association is inappropriate for this year. The district cannot, under present conditions, agree to an uncertain cost item. All money reasonably available for teacher salaries should be concentrated there. This is what I have attempted to do

in the salary recommendations below. I cannot also support the Association's request for professional improvement at this time and so recommend that the Board's proposal be adopted.

II. - Teaching Hours

ARTICLE V of the expired Agreement contained the following language:

"A. No teacher shall be required to report for duty earlier than 30 minutes before the opening of the pupil's regular day in the morning. Teachers are expected to remain for at least fifteen minutes after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with students, consultations with parents when scheduled directly with a teacher. Teachers will be expected to attend special administrative meetings called by the building principal unless excused. Regularly scheduled administrative and association meetings will call for a 2:51 p.m. dismissal of classes and will take precedence over all other practices and other meetings. During the ten minutes preceding morning and afternoon classes and the ten minutes following the afternoon dismissal, teachers are to be at assigned class stations as designated by the principal.

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"C. All elementary teachers shall be entitled to at least a thirty-minute duty-free uninterrupted lunch period. (Exceptions shall be as follows: (a) Inclement weather necessitating that children remain indoors (b) Room duty assigned on a rotation basis--every twelfth week in West Branch, every ninth week in Rose City.) Playground duty at recess time will be on a rotation basis."

Although there may be minor variations as between high schools and elementary schools, and from building to building, the basic time of starting and dismissing classes is normally fixed district wide.

Last year the starting time was 8:40 a.m. and dismissal was at 3:25 p.m. Under the terms of ARTICLE V - A. this meant that teachers were to work from 8:10 a.m. to 3:40 p.m. - an overall span of 7-1/2 hours.

This year various circumstances, including the opening of the new high school, have required a change in school hours. Classes now commence at 8:55 a.m. and are dismissed at 3:05 p.m. (subject to the same stated slight variations). Were the principles of ARTICLE V - A. to be applied the teachers would work from 8:25 a.m. to 3:20 p.m. - an overall span of 6 hours, 55 minutes which rounds off to 6.9 hours.

The Association proposes to establish teaching hours of 8:15 a.m. to 3:45 p.m. The Board proposes that they be 8:00 a.m. to 4:00 p.m. Thus the Association is seeking a 7-1/2 hour day (the same total span as last year) and the Board is seeking that teachers put in an 8 hour day.

The Association presented certain documentary evidence on this point. Exhibit 9, attached to this Report and incorporated herein by reference, depicts total time responsibility of teachers within selected districts of

MEA Region 12. While there may be special practices or circumstances within each school district which affect the hours shown, a general pattern emerges for the vicinity. As to the reported hours this Exhibit shows that 7.2 hours is both the average and median.

The Association's Exhibit 10, attached to this Report and incorporated herein by reference, also contains selected information as to other school districts of MEA Region 12. Here the average lunch period is reported as 37 minutes and the median as 35 minutes.

As to the overall length of the teachers' day, I am not convinced that essential benefits would result from increasing the span of time they must be in their buildings. The Association's proposal would result in the same total length of work day as last year. It was pointed out that this still leaves 40 minutes both before and for after classes in which teachers would be at work. The Board believes its proposal will equalize the total length of time worked by all teachers of the district. This equalization is shown by Board's Exhibit 54, attached to this Report and incorporated herein by reference.

I recommend that the Association's proposal of teaching hours from 8:15 a.m. to 3:45 p.m. be adopted. I do not see why the Board's desire for "equalization" cannot be accommodated just as well on such a schedule.

On the other hand I am not convinced that the circumstances shown in this district warrant a change in lunch and recess practices at this time. The lunch and recess period presence, or availability, of a teacher is closely intertwined with the daily student-teacher relationship. The matter of inclement weather is a situation in which students would seem to benefit from the concerned attention of their teachers. Therefore I further recommend that the language of former ARTICLE V - C. be continued into the new Agreement.

III. - Class Size

ARTICLE VII of the expired Agreement sets forth as part of the "Teaching Conditions" that " . . . whenever feasible under the circumstances" certain class size maximum numbers would be followed. The stated pupil-teacher maximum ratios ranged from 24 at kindergarten to 150 students per teacher class assignment in the high school and junior high school.

The parties are not far apart on this issue. The Association's current proposal on class size is contained in Exhibit 7, attached to this Report and incorporated herein by reference. The Board agrees with the "ideal" number of students at the elementary level and with the kindergarten maximum, but would establish a maximum figure of 35 for the remaining elementary grades. At the high school and junior high school level the Board proposes a 150 "ideal" and a 165 maximum with exceptions only for English and Home Economics of 125(ideal) and 140(maximum) and for Physical Education of 175(ideal) and 200(maximum).

Both parties propose a penalty payment for teachers of \$1.00 per student above maximum per day. The Association estimates the penalty cost to the district under its proposal as \$3,500 while the comparable estimate of the Board is \$2,400.

The Association contends that its class size proposals are attuned to the welfare of students and reflect equipment limitations in the Industrial Arts and Home Economics programs. The Board agrees in principle with the

Association's concern for optimum class sizes, but maintains its own position based on considerations of cost. The Board emphasizes its voluntary adherence to the feature of "penalty" payments to teachers where class size maximums cannot be met.

A study of class size in selected districts of MEA Region 12 was made in March 1969. Many variables are present in the data there shown. In general I am satisfied with the validity of the Board's proposal on this subject. I recommend that it be adopted; except that the "ideal" for Industrial Arts and Languages be 115 and the maximum be 150. Both these subjects should, in view of contemporary conditions of society, be accorded a high educational priority.

IV. - Salary Schedule

The issue as to salary schedule is confined to the basic schedule (appended to the expired Agreement as Schedule B). The Association has made salary proposals for both 1969-70 and 1970-71 school years. The Board has a pending proposal for 1969-70 but has not officially made a salary proposal for any second year of a contract because of the contingencies involved.

Under the expired Agreement, "Supplementary Services" were listed as to position and extra pay amounts as Schedule B-1. For the current year certain athletic positions have been continued based on assurances of compensation from community sources and not from the general public funds of the district. Other Supplementary Services have been suspended because of financial inability to budget such costs.

In further background the following 1969 millage history exists for the district:

"June 9, 1969	Yes	541
Millage Request 12.5	No	1149
July 28, 1969	Yes	845
Millage Request 12.5	No	1655
September 13, 1969	Yes	1653
Millage Request 9.3	No	1008"

The third millage vote resulted in passage of 3.2 mills less than requested. The Board estimates the loss of operating revenue, when compared to the earlier millage requested, as \$158,647. The first 2 millage defeats caused a postponment in opening of the schools to September 17, 1969.

The 1968-69 salary schedule was a \$6,600 BA base at step 1. Base salaries of columns BA + 15, BA + 30, MA or BA + 45, MA + 15 and MA + 30 were established by cumulative 3% increases over the \$6,600 base. The increment index for each step level of the salary schedule was 4.75%. The salary schedule was one of 11 steps although longevity salaries were also present.

The Association proposes to increase the BA base salary to \$7,200 for 1969-70 and to \$7,800 for 1970-71. The Association's proposal embodies an increase in the increment index to 5%. In terms of the base figure only, such would mean a 9% increase this year and one of 8.3% next year.

The Board's salary offer for this year is that of a \$6,800 base with continuation of the 4.75% index. In terms of the BA base figure only, such would mean a 3% increase this year.

In support of its salary proposals the Association has advanced information as to area settlements, relative state equalized valuation (SEV) of the district, relative operating and total millage of the district, anticipated revenue of the district, history of teacher salary and instructional expense ratio, cost of the proposals and other data.

The Board has advanced information as to anticipated general fund revenue (without reference to categorical allowances from state and intermediate sources and federal funds), significance of salary figures in terms of teacher dispersal on the schedule, tentative budget for 1969-70 and other data.

The Association compares the salary proposals of the parties to 24 (out of 26) districts within MEA Region 12 that have settled for 1969-70. As so compared the salary proposals would place the parties in the following ranking:

		<u>BA min.</u>	<u>BA max.</u>	<u>MA min.</u>	<u>MA max.</u>
Association	-	6th	17th	5th	7th
Board	-	23rd	23rd	20th	13th

The Association's estimate of total anticipated 1969-70 revenue is \$1,636,424. Its salary cost calculation is \$928,328 yielding a salary:income ratio of 56.7%. In recent past years the comparable ratio has been as follows:

"1965-66	59.53%
1966-67	60.16%
1967-68	61.95%
1968-69	64.93%

The Board quotes anticipated 1969-70 revenue at \$1,552,343. The \$84,081 difference between the parties respective estimates in revenue is explained by the Board's eliminating special education allowances and federal funds as both income and expense items.

The Board presented a tentative budget based on its own economic proposal. This balanced with the \$1,552,343 revenue expectation and included absorption of the June 30, 1969 deficit of \$35,110 plus a 5% contingency amount of \$74,512. An alternative budget calculated by the Board showed that an \$88,321 deficit could be expected at the end of the current school year were the Association's economic proposal to be agreed upon.

The teacher salary ratio in this district has climbed steadily in recent years. This is somewhat reflected in the comparison of certain key salary points to the state medians. The BA minimum differential has been closing steadily and was at \$204 last year. Similarly the MA minimum differential has dropped to only \$91 when compared state wide. As to maximums, no real pattern emerges and in fact the differential at BA maximum has been increasing in each of the past years, standing at \$1,492 as of last year.

It is unfortunate the parties cannot establish similar bases for viewing income and expenditure. The Association notes that all salary actually paid is reported on Annual Financial Report Form B and for this reason all sources of revenue should be consolidated. The Board maintains that self-cancelling items need not be considered. It seems sufficient to say that conclusions as to financial ability can be nevertheless reached; although uniformity would

aid the negotiation process and the affected community.

A fair and equitable increase is warranted for the teachers of this district. This is so not only because of the intrinsic necessity of adequate professional compensation, but because of the available wealth of the district in terms of this part of the state. Taking into account area settlements, teacher salary history, expectable revenue, program adjustments, posture of local effort and all refinements, qualifications and exceptions convincingly established at the hearing together with the total weight of facts presented, I make the following salary recommendation:

BA BASE OF \$7,000 WITH CONTINUED CUMULATIVE 3% INCREASES
FOR SALARY COLUMNS AND CONTINUED 4.75% INCREMENT INDEX.

I note particularly that such a base salary would coincide exactly with that of 7 other districts in the vicinity. Based on the other recommendations of this Report and a continued 4.75% index I am satisfied that the cost can be met by the Board. The contingency fund amount of at least \$75,000 (following budget recomputation) is available as a chief means to offset such added cost. The basic percentage increase of such a recommendation, consistent with those given at pages 5 and 6 of this Report, is 6.1%. Of course individual teachers would receive variously higher percentage increases based on their eligibility for step increases. Thus an MA teacher moving from last years \$10,272 at step 10 to the projected \$11,250 of my recommendation at step 11 should receive an actual basic pay increase of 9.5% (there appears to be one such actual instance).

V. - Health Insurance

The Board presently pays single subscriber Blue Cross health insurance for its teachers costing about \$120 annually. The Association has presented its Exhibit 19, attached to this Report and incorporated by reference herein, showing an overall insurance benefits table for 23 districts of MEA Region 12. It can be seen that West Branch-Rose City is below such districts as Gladwin, Standish-Sterling and Bangor Township even though it enjoys higher SEV per student and greater operating and total millage.

However such mechanical comparisons do not tell the whole story. Because of the many variables in financing and operation of school districts it is more reasonable to look at the intrinsic subject matter. I am satisfied that basic salary improvement is the primary need in this district and any change in insurance benefits should be deferred, at least for the current year which is already well in progress. I thus reluctantly recommend only continuation of the current level of health insurance payments by the Board.

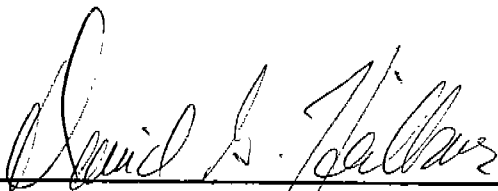
VI. - Contract Duration

I have not dealt with the 1970-71 economic proposals since I believe it is premature and speculative to do so. With major educational reform proposals nearing legislative action, it does not seem that these areas should be firmly fixed. On the other hand both parties are inclined toward a two year Agreement. The Association believes this would tend to avoid "disruption" and the Board agrees such is generally beneficial.

Under the circumstances, I recommend a master Agreement of two (2) years

duration with re-opener provisions for the second year as to the following, but only the following subjects:

1. SALARY SCHEDULE
2. SUPPLEMENTARY SERVICES
3. HEALTH INSURANCE



DAVID G. HEILBRUN
Hearings Officer

Dated at Southfield, Michigan
this 13th day of December, 1969.

TOTAL TIME RESPONSIBILITY WITHIN BUILDING IN HOURS
REQUIRED OF TEACHERS IN REGION 12*

District**	Hours of Responsibility	
	Elementary	Secondary
Mt. Pleasant	6.0	6.0
Bay City	6.5	6.5
Harrison	6.5	6.7
Gladwin	6.8	6.8
		<u>Present Contract - 6.9</u>
Houghton Lake	7.0	7.0
Meridian	7.0	7.0
Arenac Eastern	7.2	7.2
Beaverton	7.2	7.2
		<u>Median - 7.2; Average - 7.2</u>
Standish-Sterling	7.2	7.2
		<u>EA Position - 7.5</u>
Gerrish-Higgins	7.2	7.7
Beal City	7.4	7.4
Shepherd	7.4	7.4
Farwell	7.5	7.5
Pinconning	7.5	7.5
Tawas	7.5	7.5
Whittemore-Prescott	7.5	7.6
Coleman	7.7	7.7
Essexville-Hampton	8.0	8.0
		<u>Board's Position - 8.0</u>
Midland	8.0	8.0
Bullock Creek	8.2	8.2
Median.....7.2 hours or 7 hours 12 minutes		
Average.....7.2 hours		

*Michigan Education Association. Survey of Selected Data from 233 Education Association agreements 1957-1958. Latest Study Available.
**Study does not include figures for all 26 schools in Region 12.

COMPARISON OF DUTY-FREE LUNCH TIME OF
SCHOOLS IN REGION 12*

Elementary

<u>Number of Schools**</u>	<u>Lunch Period in Minutes</u>
3	30
1	35
7	45
7	60
Median.....	45 minutes
Average.....	54.4 minutes

Junior High

<u>Number of Schools</u>	<u>Lunch Period in Minutes</u>
5	30
3	35
4	40
5	45
Median.....	37.5 minutes
Average.....	37.7 minutes

Senior High

<u>Number of Schools</u>	<u>Lunch Period in Minutes</u>
7	30
1	32
3	35
3	40
4	45
1	55
Median.....	35 Minutes
Average.....	37 Minutes

*Michigan Education Association. Survey of Selected Data from 333
Education Association Agreements 1967-1968. Latest study available.
**Study does not include figures for all schools in all categories.

EA Position = 30-minute duty-free lunch hour both 1969-1970 and 1970-1971.

Board Proposal-Hours

Elementary (West Branch-Rose City)

8:00 - 9:00 1 hour

9:00 - 3:00 > $\frac{1}{2}$ hour lunch > 5 hours per day
two 15 min. recesses > direct teaching hours

3:00 - 4:00 1 hour

Junior High (West Branch-Rose City)

8:00 - 8:45 45 minutes

8:45 - 3:05 > West Branch > 50 minute conference > 5 hours per day
9:00 - 3:25 > Rose City > 30 minute lunch > direct teaching hours

3:25 - 4:00 35 minutes

High School (Ogemaw Heights)

8:00 - 8:55 55 minutes

8:55 - 3:05 > 30 minutes lunch > 5 hours 10 minutes per day
two 15 minute breaks > direct teaching hours

3:05 - 4:00 55 minutes

The teachers proposal is 8:15 - 3:⁴⁵~~30~~.

EA POSITION ON CMAA 27.8

<u>Elementary Grade</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	22	23
1 - 2	24	25
3 - 6	27	28

Penalty: \$1 per student per day in excess

Junior High

7 - 8	250	255
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Senior High

9 - 12	350	355
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H. S. Exemptions:

Physical Education	175	200
Home Economics	125	150
English	110	135
Shop	100	125
Drafting	125	150
Foreign Language	100	125

Penalty in Junior and Senior High
No absolute maximum for Junior High or Senior High

INSURANCE BENEFITS RECEIVED BY REGION 12 TEACHERS
1969-1970

<u>District</u>	<u>Health Insurance</u>	<u>Life Insurance</u>	<u>Dental Insurance</u>
Pinconning	Full Family	\$2000	\$140.16
Midland	Full Family	5500	
Oscoda	Full Family	5000	
Essexville	Full Family	4000	
Arenac Eastern	Full Family	2000	
Bay City	Full Family	1500	
Tawas	Full Family		
Gerrish-Higgins	Full Family		
Harrison	\$360	3000	
Farwell	300	2000	
Beaverton	300		
Beal City	240		
Gladwin	240		
Shepherd	210	2000	
Meridian	204		
Standish-Sterling	180	2000	
Bangor Township	180		
Clare	180		
Houghton Lake	168	2000	
Mt. Pleasant	168		
Hale	100		
AuGres-Sims	000		
Bullock Creek	000		

Coleman is not included here because their contract is not settled.