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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
LABOR RELATIONS DIVISION

1761  
WILLOW RUN PUBLIC SCHOOL DISTRICT

-and-

WILLOW RUN EDUCATION ASSOCIATION

E. J. Forsythe 2/7

MERC

No. D72 K-2789

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This Fact-Finding Report was authorized under the provisions of Section 26 of Act 176 of Public Acts of 1939, as amended, and the Michigan Employment Relations Commission's Regulations therein. The undersigned Fact-Finder was authorized to issue a report with recommendations regarding the matters of disagreement between the Willow Run Public School District and the Willow Run Education Association. Hearings were conducted in the Willow Run School District on February 7 and 13, 1973.

#### APPEARANCES

##### For the Education Association

Richard A. Gray, Executive Director  
Edith Swanson, President, WREA  
Opal Harris, Chief Negotiator, WREA  
George Shelton, WREA

##### For the School District

Al Lawson, President, Board of Education  
Robert Halloway, Chief Negotiator, Board of Education  
DeRand Jones, Superintendent of Schools  
Joe D. Mosier, Attorney  
James Bell, Principal, Negotiating Team  
Harold Brooks, Principal, Negotiating Team  
Bea Wilson, Administrative Assistant for Business

Willow Run Public School District

## BACKGROUND AND POSITION OF THE PARTIES

Despite bargaining between the parties, including settlements arrived at during the hearings, the following issues are unresolved and are at Fact-Finding:

1. Retroactivity and Duration of the Agreement. These issues are inter-related and will be considered together in the discussion.
2. Special Education Teachers' Pay Provision. This item is in dispute, and positions of both parties were expressed at the hearing.
3. Teaching Hours. This item is in dispute, notwithstanding a tentative agreement dated August 28, 1972, but there has not been an understanding reached on the interpretation of the language agreed upon.
4. Salary. This item is in dispute and the positions of both parties which were outlined in their prior negotiations and presentations at the hearing are contained herein.

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

### 1. RETROACTIVITY AND DURATION OF THE AGREEMENT

It is the position of the Association that the Agreement must be retroactive to July 1, 1972. The Board's position is that the Agreement shall be effective as of the date of ratification.

The Employer's position with respect to Duration of Agreement is as follows:

This agreement shall be effective as of the date of ratification and shall continue in effect through June 30, 1974, except teachers' salary schedules No. 1 and No. 2, which will be effective July 1, 1972. The

teachers' salary schedules No. 1 and No. 2, hours, and medical insurance benefits may be re-opened no later than June 1, 1973.

The Board of Education contends that with the exception of the teachers' salary there is no reason to make the entire Collective Bargaining Agreement retroactive. The Board of Education will not ratify an Agreement and possibly subject itself to liability with respect to a discrepancy under a tentatively agreed teachers hour clause or any other provision for the school year prior to execution of the Contract.

The Association requires that the Agreement be made effective as of July 1, 1972 and shall continue in effect through June 30, 1974 for the entire economic package.

The Association introduced its proposal for the Salary Schedule for 1973-1974, through Step Ten (10) a minimum of \$8,817.00 and a maximum of \$14,098.00 for the Bachelors degree with a minimum of \$10,510.00 to a maximum of \$17,387.00 for a Masters plus sixty (60) hours with the various steps outlined in between including BA plus 20, MA, MA plus 20, and MA plus 30 hours.

In response to this proposal it is the position of the Board of Education that the second year salary will be related to the salary agreed to for the first year. In passing, it is noted that the Board's observation at this point is that their proposal would be the current salary plus two (2%) plus the standard increment.

## 2. SPECIAL EDUCATION TEACHERS' PAY PROVISION

The position of both parties with respect to a Special Education Teachers' pay provision was the same for each party at the hearing as in its last proposal to each other. The Association's last proposal reads as follows:

Commencing with the 1973-74 contract year, newly hired special education teachers shall no longer receive one additional step on the salary schedule as a condition of their employment. Provided, however, that any special education teacher currently receiving such credit on the salary schedule will continue to do so until the maximum is reached.

The Board of Education's last proposal was:

Special education teachers who have qualified for one additional step in accordance with the past and present Willow Run contract will remain at the step on the schedule they have reached for the 1972-73 school year. Beginning the 1973-74 school year, special education teachers will be on the same schedule as all other teachers.

The Board of Education takes the position that there no longer remains a valid reason for granting Special Education teachers a "bonus" not afforded other teachers in the system. It says an individual does not have to attend college for more than four years to be qualified for a certificate to serve as a Special Education teacher. The Board adds quite candidly, the School District no longer finds attracting Special Education teachers to the Willow Run system difficult.

In this matter, the Association argues that the current Contract language should prevail. It notes that it is willing to concede that any "new hires" will be placed at the same level as any other teacher, including of course, all other requisites.

### 3. TEACHING HOURS

This matter is one of the most controversial issues between the parties. The Board of Education contends that the language as "assumed to" under negotiations must be clarified and proposes the following:

#### Teaching Hours

- A. The Board of Education agrees to maintain work days consistent with the Michigan General School Laws and the requirements as set forth by the Michigan State Board of Education.

#### Elementary Schedule

- a. The teachers' work day will consist of seven (7) hours for 187 days a year according to the schedule set for each building by the Board or its representatives. The teaching day will consist of the following:
  - 1. Six (6) hours for student instruction
  - 2. Thirty (30) minutes duty time
  - 3. One half (1/2) hour duty free lunch

The Board notes that in an Elementary School where all students walk home for lunch, the work day will be seven and one-half (7 1/2) hours and the lunch hour will be sixty (60) minutes.

Further Board proposals on this subject are:

- b. Recess periods will be mutually agreed upon by the principal and teachers.
- c. All elementary schools shall dismiss students at least ten (10) half days per year for parent-teacher conferences. This one-half (1/2) day to be used as preparation by the teacher.
- d. All elementary schools shall have at least two (2) half days per year for in-service training, curriculum, or any purpose deemed beneficial by the principals and teachers of that building.

All such half days shall be scheduled to meet the State requirements for instructional time.

On August 28, 1972 the parties tentatively agreed to teaching hours which read as follows:

TEACHING HOURS

1. The teachers work day will consist of seven (7) hours including lunch period, for 187 days a year, according to the schedule set for each building by the Board or its representatives

ELEMENTARY SCHEDULE

Until the crisis period is over the teachers day will consist of 7 1/2 hours as follows:

- 6 hours of instruction  
(Remuneration for extra 1/2 hour will be based on teachers hourly rate)
- 30 minutes duty time  
(As scheduled by building principal)
- 1 hour lunch period

After the crisis period the teachers day will consist of 7 hours as follows:

- 5 1/2 hours of instruction
- 30 minutes duty time  
(As scheduled by building principal)
- 1 hour lunch period

ELEMENTARY TEACHING HOURS CONTINUED

1. Recess periods will be worked out by the principal and teachers
2. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists, such as: art, music, gym, etc.
3. All elementary schools shall dismiss students for at least 10 half days per year for parent-teacher conferences. One half day, at least, to be used for preparation by the teacher.
4. All elementary schools shall have at least two half days per year for inservice training, curriculum, or any purpose deemed beneficial by the principal and teachers of that building.

5. On Fridays and the day before a holiday or vacation, the teachers day will end 5 minutes after their students day.

ALL SUCH HALF DAYS SHALL BE SCHEDULED TO MEET THE STATE REQUIREMENTS FOR INSTRUCTIONAL TIME.

#### Secondary Schedule

Teachers day will consist of 7 hours as follows:

- 5 hours instruction
- 1 hour of planning
- 30 minute duty time (As scheduled by the principal)
- 30 minutes lunch period (As scheduled by the principal)

On Fridays and the day before a holiday or vacations, the teachers day will end 5 minutes after their students day.

#### Elementary Teaching Hours

In an Elementary School where noon hour supervision needs to be provided, the lunch period may be shortened to no less than one-half (1/2) hour and the remainder of the period to be rescheduled by the mutual agreement of the staff and principal.

#### Teaching Hours

1. Teachers will work a seven (7) hour day including lunch period, for 187 days a year, according to the schedule set for each building by the Board.

During the Crisis period, Elementary Teachers hours will be seven and one-half (7 1/2) hours.

2. All certified teaching personnel such as vocal and instrumental music, physical education, elementary art, Title I language improvement, Section III, special education, Type "A" teachers who have the responsibility to a regular group of children all day shall be provided with planning time.

All certified teachers such as librarians, speech correctionist, helping teachers, Social Workers Type "G" Consultants, counselors, diagnosticians who do not a regular group of the same children every day shall provide their own planning time within their own schedule.

It is the position of the Board of Education that the parties did agree to a seven hour day with five and one-half hours of instruction. From the standpoint of improving the scholastic scores of the students in the Willow Run system, the Board maintains that it is necessary that all teachers do in fact, "teach" five and one-half hours.

It is the position of the Association that following the "crisis" that of the five and one-half hours, at least one-half hour of this time should be allowed for preparation rather than instruction.

In response to questions at the hearing as to "duty time", the Board of Education spokesman said that "duty time" is as assigned by the principal outside of the classroom. In its pre-hearing statement, the Board of Education's position is:

Teachers are expected to be at their duty stations before student instruction begins and remain at their duty stations after students leave at the end of the day as assigned by the building principal provided such duty time does not exceed that hereinbefore specified and provided further that on Fridays and the day before a holiday or vacation the teachers may leave at the same time as the students.

The Board says as matters are, there is involved 5 1/2 hours of instruction plus a lunch period of 30 minutes which can be used for preparation.

The Board's position is a schedule of 5 1/2 hours of instruction, one-half hour for preparation, one-half hour for lunch and one-half hour to be assigned. The Board said as a matter of record it did not intend to increase the instructional time beyond 5 1/2 hours.



#### 4. SALARY

During negotiations a salary schedule was proposed by the Association and at the hearing, was labelled as Board's Exhibit #6. As the Board pointed out in its pre-hearing statement, there continues to remain disagreement between the parties over the super-maximum step. The super-maximum step would apply to some of these teachers on the last step of the salary schedule. The Association's position of the super-maximum step may be stated as follows:

\$300 additional shall be paid after a teacher has completed three consecutive years beyond the top step on the salary schedule provided that a teacher shall have earned at least four (4) semester hours of credit at an accredited institution within that three year period. Those who have already qualified for merit pay will be placed at the super-maximum step starting in 1967-68.

The Board's last position on the super-maximum step is as follows:

Teachers who have qualified for the super-maximum step in accordance with past Willow Run contracts will continue to receive \$300 per year additional for the length of this contract.

The Board's position is that the salary offer tentatively agreed to was offered contingent upon an agreement upon a complete economic "package."

At the Fact-Finding hearing the Association proposed a salary schedule for 1973-1974 with a minimum of \$8,817 and a maximum of \$14,098 at the BA level, a minimum of \$9,566 and a maximum of \$16,382 at the MA level, a minimum of \$10,510 at the MA plus 60 level and a maximum of \$17,387 at the MA plus 60 level.

The tentative Salary Schedule reached by the parties at one point in negotiations reads as follows:

Teacher's Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+60</u>
0	8,357	8,590	9,067	9,368	9,669	9,962
1	8,833	9,067	9,669	9,962	10,260	10,563
2	9,310	9,552	10,262	10,563	10,864	11,165
3	9,786	9,995	10,864	11,165	11,466	11,733
4	10,262	10,471	11,466	11,733	12,000	12,301
5	10,738	10,989	12,000	12,301	12,602	12,936
6	11,240	11,490	12,602	12,936	13,288	13,647
7	11,578	12,026	13,288	13,647	13,998	14,332
8	12,293	12,560	13,998	14,332	14,750	15,135
9	12,828	13,104	14,750	15,135	15,527	16,004
10	13,362	13,730	15,527	16,004	16,238	16,480

## RECOMMENDATIONS

At a BA minimum of \$8,357, Willow Run would place near the top of the ten settled districts in Washtenaw County. At a MA minimum of \$9,067, Willow Run is again ranked near the tip of the Washtenaw County Districts. At an MA maximum of \$13,362, Willow Run places second from the top and at a MA maximum of \$15,527, it is in the upper third of the Washtenaw County salary settlements for 1972-73.

Percentagewise and comparing the bargaining offers of the parties in this year with previous years, the Fact-Finder therefore recommends the salary scale in Willow Run for the 1972-73 school year which was tentatively agreed to earlier in negotiations:

BA Min	BA Max	MA Min	MA Max
\$8,357	\$13,362	\$9,067	\$15,527

From a teacher's standpoint, it does place the teachers at the approximate ranking of their salaries among the highest in Washtenaw County.

From the Board's point of view, these recommendations are made, taking into account the other recommendations, which in fact becomes a package.

In the matter of the Special Education Teachers' pay provision, there are those teachers already in the system who were employed with the assurance of receiving one additional step on the salary schedule as a condition of their employment. This amounted to a contractual matter with them, therefore, it is recommended that any special education teacher currently receiving such credit on the salary schedule will continue to do so until the maximum is reached. However,

commencing with this Contract, newly hired special education teachers shall no longer receive one additional step on the salary schedule as a condition of their employment.

Teaching hours were initialled and tentatively agreed by both parties, however, the evidence is that there has been some misunderstanding as to what the parties themselves agreed upon. However, the document itself clearly delineates a five and one-half hour teaching day with an additional thirty minutes awarded for preparation time. In addition, the teacher shall have thirty minutes lunch time and thirty minutes as assigned. In light of the hours in comparable districts and the remuneration which is recommended in the salary schedule, the tentative agreement between the parties as to the teaching schedule is hereby recommended.

As to the retroactivity and duration of the Agreement, it does not go into effect until it is ratified by the parties, however, salary items and other economic issues, including the accumulation of any pension benefits or the accumulation of sick days, clearly indicate that the Contract is retroactive to July 1, 1972. There are certain non-economic matters which have already occurred, including the teaching hours, which the parties themselves excellently worked out during the crisis period and thereafter, but which should be placed into the Contract from the time of ratification and for the record, entered into under the date of July 1, 1972.

Both parties whole position throughout, indicates a two year contract, this is the understanding under which a number of items

have already been settled and the two year Contract is recommended.

As to salary for the second year, here the parties are so far apart, that while a two year Contract is recommended, a re-opener on this item only is recommended, and assuming the acceptance of the Fact-Finders recommendation on the 1972-74 Contract, it would appear that the parties can reach an across the board agreement on this matter.

In view of the fact no other issues were raised by the parties, I recommend that no new issues be raised by either side and that the parties accept my recommendations in good faith.

  
E. J. FORSYTHE, FACT-FINDER

March 5, 1973