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Michigan Labor
Mediation Board
Fact Finding

STATE OF MICHIGAN
LABOR MEDIATION BOARD
FACT FINDING

IN THE MATTER OF

SCHOOL DISTRICT OF
WILLOW RUN AND WILLOW
RUN EDUCATION ASSOCIATION

FACT FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

George T. Roumell, Jr., Fact Finder

INTRODUCTION

Following a request made by the parties on or about Friday, September 8, 1967, to the Michigan Labor Mediation Board, the Board appointed the undersigned as Fact Finder at the Willow Run School District. Because the teachers in the Willow Run School District had not returned to work it was imperative that fact finding be conducted as soon as possible. The first fact finding session began Sunday, September 10, 1967, at 8:30 a.m. in the morning. By 3:00 p.m., on said date it became clear that the fact finding session could not be completed and that more fact finding sessions were needed. In order to have school start as soon as possible, the parties entered into an agreement designed to have the teachers report back to work on Monday, September 11, 1967. This Agreement is marked Appendix A and is attached hereto. The gist of the agreement is that the Willow Run Education Association has agreed to accept this Report and the Recommendations contained herein as binding on it and that the bargaining team for the Willow Run School District Board of Education has agreed to recommend for acceptance to the Board of Education of this

Willow Run School District of

Fact Finding Report and the Recommendations contained herein. Furthermore, the teachers agreed to return to work on Monday, September 11, 1967. It was further understood that further fact finding sessions would be held and that the Fact Finder, as soon as his schedule would permit, would issue a report and recommendations. The teachers did return to work as agreed and fact finding sessions were held on September 15, 1967 and September 20, 1967.

FINDINGS OF FACT AND CONCLUSIONS

Prior to the opening of school for the calendar year 1967-68, the negotiating teams of the Willow Run Education Association and the Board of Education for the School District of Willow Run had agreed on a contract for a two-year period subject to the ratification of the general membership of the Willow Run Education Association. By a close vote, the membership of the Association rejected the contract. As a result, the membership of the Association chose either to strike or not to report to work as scheduled, as the case may be, on Tuesday, September 5, 1967. This fact finding was conducted with this background.

In addition to disagreement over the general salary schedule scale and the payment of hospitalization insurance, the parties could not agree on a number of other items which were specific economic items affecting teachers or general non-economic items. As a result of the fact finding sessions, the parties in the spirit of good faith bargaining narrowed down the areas where they were in disagreement. This Report and its Recommendations will not cover areas where the parties

reached agreements during the fact finding sessions.

It is my understanding, with the exception of general economic matters and the insurance or hospitalization problem, there were four areas that the parties could not agree on:

1. Additional reimbursement for the coaches.
2. The language in the contract concerning class size.
3. The question of secondary counselors, and the number to be employed.
4. The question of teacher evaluation.

As to the increase compensation to coaches, I cannot agree with the Willow Run Education Association. In Schedule C, as negotiated by the parties, the coaches have been given adequate compensation for their services. The argument that if a coach wins with his teams he may have to work longer in the year is fallacious. A good coach should be expected from time to time to have winning years and it should be part of his overall duties to be willing to coach beyond the normal coaching time in the event that his teams are asked to play in championship playoffs. This is what he is being paid for under Schedule C and the compensation set forth therein reflects this. Furthermore, there is a professional pride, or should be, on the part of the coach to achieve this status.

I agree with both the Board and the Association that class sizes should be limited in order to have effective teaching. I agree with the Board, however, that there is no magic

in numbers; that because scheduling and the gauging of the number of students who will show up for class are not exact and precise sciences, the only realistic way of reducing the size of classes is by relying on an average rather than an exact number. Therefore, I am going to recommend that in Article VII, page 6, of the negotiated contract, that after the numerical figures for the classes set forth therein, the word "average" should be added.

As to the question of secondary counselors, there is no question, as the Association argues that counselors and counseling should not be neglected. The Board argued that it is meeting the requirements of the North Central Association of Secondary Schools and Colleges. The Association has not convinced me that the Board is not so doing, and, therefore, I would agree with the Board that it shall employ an adequate number of secondary counselors to meet the requirements established by the North Central Association of Secondary Schools and Colleges. However, I suggest to both the Association and the Board that this matter be given further consideration in future negotiations.

The Education Association vehemently objected to the proposals of the Board as to teacher evaluation. Previously, the parties had reached agreement in Article XV of the proposed contract as to teacher evaluation. I do not believe that the Board's proposal that the teacher self-evaluate themselves in face of vehement objections by the representatives of the Association should be adopted because if there is this objection there is no question in my opinion that the self-evaluation would not be effective. Furthermore, the proposal of the

Education Association that teachers may write out and have attached to the evaluation reports evaluating them their comments on these evaluation reports is valid. As I read the evaluation clauses previously negotiated between the parties, I believe this approach fits the program already agreed to. I think it is fair and I think it is a fair request.

In considering the salary schedule and any other economic benefits at the Willow Run School District, there are several important factors or facts specifically applicable to Willow Run.

The District has an allocation millage of 11.22. On May 7, 1963, at a special election, the voters of the Willow Run Public School District voted an additional operational millage of 11.00, making a total operational millage in effect during the 1967-68 calendar year of 22.22. In addition, there is a debt obligation millage of 5.41, making a total operational and debt millage of 27.63. As indicated by the Exhibits of the Education Association, there is no question that the property owners in the Willow Run School District are paying millage that at least equals the ^{state} average. Based upon state averages, there can be no criticism of the property owners of the Willow Run School District for lack of financial support. However, by making this statement, I am not suggesting that the property owners of the District should not in the future be called upon to make additional financial support. As a matter of fact, there is no doubt that such a call will come in the very near future because of the increased costs of education in a mid-Twentieth Century complex society.

In regard to this question of asking for additional financial support from the property owners, the Board of Education recognized that this may be a necessity in the future. However, the Board points out that the property owners of this School District have been most receptive to giving financial aid and financial support to the District. It is a district where there is not a history of repeated going to the polls and repeated rejections of millage increases. The electorate have responded favorably. However, the Board believes that this favorable response can only continue if it does not abuse the electorate. The Board points out that the last millage increase of 11.00 was voted on May 7, 1963, for a five-year period ending 1968. The Board argues that in order to assure receptive response from the electorate it is not in the best interests to go to the electorate prior to the expiration of the current millage. In addition, by that time the Board will have a better idea of the increased costs and needs in order to present an intelligent proposition to the voters at that time. This is sound reasoning and the Association has not seriously challenged it.

Thus, it becomes clear that any question of financial benefit to the teachers should be considered within the present financial resources of the District. Although I do believe that the Board should avoid going to the electorate prior to 1968, if at all possible, I would not hesitate to go to the electorate if the need arises.

In regard to the financial resources of the District there are several obvious facts. This District is not in

deficit financing. The District for the last five years has consistently had small, fluctuating excess income which it has used as a reserve fund for unexpected contingencies. For example, the excess revenue for 1966-67 was \$69,428.00.

On the other hand, this is a relevantly new district and many of the buildings are relevantly new. The District has had to engage in school building programs and hiring more teachers. Although there is building going on in the District, most of this building is not commercial but rather homes. The building of homes means more children, more children mean more schools and more teachers which in turn means increased costs. These increased costs are not necessarily offset by the increased valuation of the homes, particularly in this District where the homes are not in the high valuation classification. In addition, other costs in the District are going up, such as substitute pay and the expenditures of more money for teacher fringe benefits, such as increased terminal pay and additional sick leave days which could mean additional substitutes. Thus, it is clear to this Fact Finder that the reserve funds could dwindle or even cease to exist during the current year.

It should also be pointed out that this Board of Education has been very sympathetic to increasing teachers salaries. In 1966-67, the Board set aside 63.82 of its budget for teacher salaries and 69.946 for instructional salaries. This was very near the state average. Furthermore, it is clear that the salary schedule that was negotiated with the Association represents a substantial increase in salary consistent with the increases that were being obtained in other parts of

Washtenaw County as well as elsewhere.

On the other hand, there is no question that teachers salaries are increasing in the State of Michigan. Whether a comparison is made with school districts having the same pupil population as the Willow Run School District or with other districts in Washtenaw County, the fact is that this Board must recognize that it must give increases in order to keep the School District competitive to get teachers and to keep its teaching staff.

Even if the comparison is limited to Washtenaw County, this Board has recognized that it must increase the salaries, for in the school year 1966-67 the Board made substantial increases in salary which raised the relevant position of the Willow Run School District as to other districts in Washtenaw County. Though Willow Run and Ypsilanti are the only two major school districts having thirteen steps, it is quite clear that the Willow Run Board of Education, as apparently persuaded by the Willow Run Education Association, has recognized that the District must keep competitive, particularly with Ypsilanti and Ann Arbor, if it is going to attract and keep outstanding teachers.

But such a comparison does have dangerous aspects. In making any comparison one must consider the financial resources of the school district involved. As indicated above, this District does have financial resources but ~~should~~ work within ^{its financial} limits at least through 1968 because of valid argument that the District should not be asked to go to the voters until

that time unless compelled to by dire circumstances. And although there is a reserve fund, this fund could be depleted very quickly by additional expenses.

The Board of Education has suggested that the additional increases requested by the Willow Run Education Association amounts to \$88,420.00, including vacancies now in the school system. The Association has not refuted this figure. To ask the Board to meet all the demands of the teachers would put this School District in serious financial condition because it would eat away at the excess and would not allow for the contingencies that are developing in this School District. Furthermore, as I view it, the competitive situation at this time would not require that all these demands be met. However, I do believe that the teachers are entitled to an additional increase over the amount negotiated for competitive reasons. In recommending the additional increases I have considered the present financial resources of the District and the needs of the teachers and I do subscribe, if at all possible, to the idea that there should be some contingency fund. Therefore, the recommendations that I am making will add about \$20,000.00 to \$25,000.00 to the budget. In making my recommendations, I have disregarded the claim for additional hospitalization, taking the attitude that any additional moneys to be paid to teachers should be put directly into their pockets rather than in fringes. Furthermore, as to the two non-certified teachers, I will recommend an increase in salary consistent with the raises given the certified teachers because both the Board and the Association agree that both teachers are well qualified. The recommendation I am making would make the Willow Run School

District very competitive with Ypsilanti and Ann Arbor in the BA program, although not reaching Ann Arbor's maximum and will likewise make the District increasingly competitive with Salien, Ypsilanti and Ann Arbor in the Masters program, although not necessarily reaching the maximum of those districts. The super maximum step in Schedule B does increase the maximum for some teachers. For the reasons I have set forth above, I make the following recommendations:

RECOMMENDATIONS

1. I recommend that Schedule C as to the compensation of coaches as negotiated shall remain in effect. There shall be no changes in same.

2. I recommend a clause may be added to the contract to read as follows:

"The Board shall employ an adequate number of secondary counselors who meet the requirements established by the North Central Association of Secondary Schools and Colleges."

3. I recommend that in Article VII, in "Teaching Conditions", page 6, that the word "average" be added after each numerical number in reference to the teaching load in each given classification.

I recommend
4. that the following clause ^{be added} to paragraph C, item 4, and paragraph D, item 5, of Article XV, "Teacher Evaluation":

"Teachers may write out and have attached to their evaluation reports their comments on the evaluation. The teachers comments and the evaluation shall be placed with their personnel file in both the principal's and superintendent's office."

5. I recommend that the two non-certified teachers shall receive an increase over their last year's base salary of \$300.00.

6. I recommend that the salary schedule marked "Appendix B" shall be the schedule attached to the 1967-68 Agreement.

George T. Roumell, Jr.
Fact Finder

Dated: October 20, 1967

APPENDIX A

Sept 10, 1967

It is agreed that upon the making of a report by the fact-finder after a full hearing is granted both parties, the W R E A will adopt such recommendation & incorporate the same into a contract & such report will be recommended for adoption by the Board negotiating Committee.

The W R E A will offer their services to the School District as of Monday, Sept 11, 1967 at 9:00 A.M.

Willow Run School Board
by Robert Stevenson

Willow Run Education Assoc.
by

APPENDIX B

SALARY SCHEDULE

Years of Experience	B. A.	M. A.	M. A. + 30 Hrs.	M. A. + 60 Hrs. Specialist
0	6000	6400		
1	6340	6740		
2	6580	6980		
3	6820	7220		
4	7060	7460		
5	7300	7700		
6	7565	8015	8315	8615
7	7865	8315	8615	8915
8	8165	8615	8915	9125
9	8490	8915	9125	9515
10	8790	9290	9590	9890
11	9150	9650	9950	10250
12	9450	10000	10300	10600

1. In order to be placed on schedule, the teacher must certify with the Superintendent of Schools the granting of a degree or the accumulation of 30 or 60 approved semester hours by September 30 of the first semester or February 28 of the second semester when a change in schedule status is to be effective.

2. Any teacher with advanced degrees or with an accumulation of approved hours who does not meet the years experience requirements will be placed on the next lowest horizontal schedule until such requirements are met.

3. When need arises for additional class sections a secondary teacher may agree to teach a scheduled class in lieu of a planning period upon the recommendation of the Principal and be paid at the rate of 1/10 of his annual salary.

4. To be placed on the MA + 30 and MA + 60 schedule 10 hours of this credit must be earned within the 5 years preceding the date of application. All credit beyond the M.A. must be in the field of teaching.