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STATE OF MICHIGAN  
LABOR MEDIATION BOARD

In the matter of:

COLEMAN COMMUNITY SCHOOLS  
BOARD OF EDUCATION

and

COLEMAN EDUCATION ASSOCIATION

*Daniel Kruger*

LABOR AND HUMAN  
RELATIONS LIBRARY  
Michigan State University

*Coleman*

*Community*

*Schools*

HEARINGS OFFICER'S FACT FINDING REPORT

APPEARANCES:

For the School Board: Mr. N. Bovee, Superintendent  
Mr. John T. Winter, Principal  
Mr. Bob Kerr, Board of Education  
Amos A. Walter, Board of Education

For the Coleman  
Education Association: Mr. Harry W. Bishop, Michigan Education Association,  
Staff Representative  
Mr. Tommie D. Saylor, Sr., President of Coleman  
Education Association  
Mr. Donald R. Callahan, President Elect  
Helen M. Grass, Negotiator, elementary building  
Connie L. Hunt, Negotiator, elementary building

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 disagree-  
ment 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. . . ."

In accordance with the Board'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 Labor Mediation Board 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 21, 1969, the Coleman Education Association listed the following unresolved issues:

1. Salary Schedule and Medical Insurance
2. School Calendar, i.e. the number of teacher work days
3. Grievance Procedure Modification to provide for Arbitration
4. Board of Education insistence upon the inclusion of April 15, deadline for return of individual contracts even though a master agreement has not been reached

On August 22, 1969, in a joint telegram to the Labor Mediation Board the Board of Education and the Coleman Education Association "jointly request fact finding waiving the ten day waiting period."

The State Labor Mediation Board concluded that matters in disagreement between the parties might be more readily settled if facts involved in the impasse were determined and publicly known. Accordingly, the Board appointed Dr. Daniel H. Kruger as its Hearings Officer and Agent. A meeting of the parties was held in Coleman, Michigan, on Thursday, August 28, 1969.

At the pre-hearing session it was agreed by the parties that there were the four unresolved issues cited in the petition for fact finding. In addition, the Board of Education added a fifth item--the length of the contract. During the hearing the Board said that it sought to negotiate

a two year contract but there was no evidence of proposals on this subject or that it had been discussed seriously. Accordingly, the Hearings Officer ruled that a two year contract would not be an issue for consideration in his report.

### Discussion of Issues and Recommendations

#### Salary Schedule and Medical Insurance

The salary schedule in the previous agreement (1968-69) provided the following:

	<u>Degree</u>	<u>Minimum</u>	<u>Maximum</u>
B.A. & Full Certificate		\$6,500	\$9,100 in 11 steps (Base + 10)
M.A. & Full Certificate		\$7,000	\$9,800 in 11 steps (Base + 10)

The Education Association's last proposal included the following:

B.A. Degree & Full Certificate RANGE*	\$7,100 - \$9,940 in 11 steps
M.A. Degree & Full Certificate RANGE*	\$7,600 - \$10,640 in 11 steps

The School Board's last salary offer was:

B.A. Degree & Full Certificate	\$6,900 - \$9,660 in 11 steps
M.A. Degree & Full Certificate	\$7,400 - \$10,360 in 11 steps

Evidence was submitted by the Education Association on the salary schedule of nearby school districts:

Beaverton	B.A. Range	\$7,125 - \$10,189 in 10 steps
	M.A. Range	\$7,769 - \$11,329 in 10 steps
Farwell	B.A. Range	\$7,000 - \$ 9,800 in 10 steps
	M.A. Range	\$7,500 - \$10,500 in 10 steps
Clare (2 year agreement)	B.A. Range	\$7,100 - \$10,224 in 10 steps
	M.A. Range	\$7,600 - \$10,944 in 10 steps
Harrison	B.A. Range	\$7,050 - \$10,223 in 10 steps
	M.A. Range	\$7,550 - \$10,948 in 10 steps
Beal City	B.A. Range	\$6,750 - \$ 9,585 in 10 steps
	M.A. Range	\$7,250 - \$10,295 in 10 steps

### Recommendation

It is important for salaries to be comparable if the School District is to compete with other school districts for teachers. The Hearings Officer, therefore, recommends the proposed salary schedule. The schedule has the base plus 10 increments or steps. It should be noted that the other districts have 10 steps. The range for the B.A. degree and Full Certificate is \$7,000 - \$9,800 and for the M.A. degree and Full Certificate \$7,500 - \$10,500. Since no reference to the School District's inability to pay comparable salaries was made during the hearings, it is assumed that the District is able to pay such salaries as recommended.

### Proposed Salary Schedule

Experience	B.A. Degree & Full Certificate	M.A. Degree & Full Certificate
Base	\$7,000	\$7,500
1	7,280	7,800
2	7,560	8,100
3	7,840	8,400
4	8,120	8,700
5	8,400	9,000
6	8,680	9,300
7	8,960	9,600
8	9,240	9,900
9	9,520	10,200
10	9,800	10,500

It is the Hearings Officer's understanding that the parties have agreed to the following:

A. Salary adjustments for a teacher who has met the requirements to move from one salary classification to another (e.g., from bachelor's to master's degree) will be made at the beginning of any semester. Proof of degree must be submitted to the Superintendent not later than 30 days after the beginning of the semester to receive the salary change.

B. One half year increments shall be determined by dividing the increment for the lower of the two steps in half, and add it to the lower of the two steps.

C. Additional compensation for voluntary extra duties.

The other economic fringe benefit under discussion was that an insurance benefit of full family medical coverage be provided for each teacher in the bargaining unit. Currently the Board provides one half of the cost of this benefit or \$15.00 monthly. Full family medical coverage will cost \$29.95 a month. Other school districts pay anywhere from one half to all the costs of such coverage.

#### Recommendation

The Hearings Officer recommends that the School Board pay \$300.00 a year towards the cost of full family coverage. This would represent an additional increase in salary for the teachers of \$120.00 a year or \$10.00 a month. Paying for \$300.00 of this coverage would cost the School Board an additional \$7,800.00 a year. (65 teachers x \$10.00 a month x 12 months)

#### The School Calendar

The School Calendar had been discussed during negotiations but final agreement on it had not been reached. The calendar appeared in the Coleman Tribune dated August 14, 1969. The Education Association charges that the calendar was determined unilaterally by the Superintendent. In response to this charge the Superintendent replied that the State Department of Education rules require that each school board file with the Department, prior to the beginning of the school year, a calendar of scheduled instruction. This rule was recently re-emphasized by the State Superintendent

of Public Instruction in a letter sent to each superintendent discussing the official policy on the length of the school day and the length of the school year.

The Superintendent stated that since the opening date of school was approaching he had the calendar published. Another reason, he said, for publishing the calendar was to quell rumors circulating in the community that school would start in August. He further said that mediation on the calendar had been purposed for August 12, 1969, but the meeting could not be arranged.

As to the unilateral determination of the calendar, it has been published. It must be noted, however, that the school calendar is an important subject for collective bargaining. It is understandable that the Education Association resented the unilateral determination of the calendar because it violates the purposes and intent of the Public Employment Relations Act of 1965 (Public Law 379). In the future every effort must be made to negotiate the school calendar prior to the beginning of the school year in order to comply with the policy of the State Department of Education.

As to the calendar itself, the starting date for school is September 2, 1969, and graduation is scheduled for June 5, 1970. In the negotiations there was agreement by both parties as to 180 instruction days. The Board, however, proposed 7 1/2 non-student days and the Education Association 4 1/2 non-student days.

The difference between the Board's position and the Education Association is: The Association wants more than one day (Good Friday) for the Easter vacation. In addition, it seeks to have parent-teacher conference days take place during the regular school days and before and after school hours. The Board has scheduled eight days for these parent-teacher conferences

for parents of the students in both the elementary and intermediate schools.

Another factor complicating the school calendar is that there appears to be pressure from both the community and the teachers to have school end the first week in June, in this instance June 5, 1970. If the school were to end a week later, there could be a longer Easter vacation.

Since the parties want school to end June 5, 1970, there is little leeway to accommodate a longer Easter recess and still maintain the 180 instruction days. There are two items in the calendar which permit any alteration. One possibility is for the Association to give up one of its MEA days this year. Another possibility is to compromise the scheduling of parent-teacher conferences. In the first semester, the parent-teacher conferences could be held as scheduled by the School Board. In the second semester, the proposal of the Association would be tried. The Association would set aside one week for parent-teacher conferences for the intermediate schools and one week for the elementary schools. Conferences would be scheduled at times convenient for the parents.

It would seem that this arrangement would be an opportunity for experimentation. It is imperative that parents of school children become more involved. They need to know the teachers, how their children are doing, the school program and the school itself. An evaluation of attendance and interest of the parents in the first semester conference could be compared with those in the second semester to learn which approach elicits the larger and more significant parent response.

#### Recommendation

The Hearings Officer strongly recommends that the parties experiment in the scheduling of parent-teacher conferences along the lines as suggested above. By doing so, two days could be used to provide a longer Easter vacation.

If the parties agree to this experimentation in scheduling and in extending the days for the Easter recess, the State Department of Education must be notified and reasons given for wanting to make these changes. State policy requires that subsequent to the submission of the calendar to the Department of Education, any district wishing to effect a change in the calendar must show cause for such a change.

One final point about the scheduling experiment. If the parties agree to the experiment in scheduling conferences in the second semester, the teachers must accommodate to the availability of the parents.

#### Grievance Procedure Modification to Provide for Arbitration

The Education Association is seeking to negotiate a modification in the existing grievance procedure to provide for binding arbitration as the terminal step in the procedure. The previous agreement (1968-69) provides that the Board of Education is the final step in the grievance procedure (Article XIII Section F.)

In the hearing it was pointed out that the teachers feel that they would not get a fair hearing if a decision made by the Superintendent were appealed to the Board of Education. No evidence was introduced to substantiate this position. No grievances have been taken to the Board of Education under this procedure and consequently there is no experience.

#### Recommendation

The Hearings Officer cannot recommend binding arbitration as the terminal step in the grievance procedure at this time. The arguments presented were not conclusive.

He does recommend that the grievance form be revised (Schedule B, 1968-69 agreement). For example, the grievant should not only state the remedy requested, but also his reasons for it. With respect to the

principal's disposition of the grievance, the Association should state the reasons why it accepts or rejects the position taken the the principal. Likewise, if the grievance goes to the Superintendent, the Association should also give reasons as to why it accepts or rejects his decision on the grievance. Such revisions may help to sharpen the issue or issues involved and the remedy or remedies sought.

#### Individual Signed Contracts

The first agreement between the School District and the Education Association was for two years, 1966-1968, and contained the following clause (Article XX E): Individual teacher contracts for the ensuing school year shall be issued by the Board at least three weeks prior to the date when they or a written resignation are to be returned, which shall be April 15.

The second agreement, for one year, 1968-69, contained the same clause with additional language as follows (Article XX E): Individual contracts for the ensuing school year shall be issued by the Board at least thirty days prior to the date when they or a written resignation are to be returned, which shall be April 15th. Between April 15 and June 30 a teacher may resign to accept other employment with not detrimental action to be taken by the Board.

The clause, according to a memorandum from then Superintendent C.C. Mason dated April 25, 1967, stated that the clause (in question) was put into the master agreement to allow the district to know which teachers were or were not going to be with the district the following year.

In April, 1967, the Coleman Education Association and three individual teachers brought suit in Midland Circuit Court to test the validity of this clause. It was felt that this clause was illegal and in conflict with the

State Teachers Tenure Act. The plaintiffs sought a permanent injunction against the Coleman Community Schools, the Board of Education and C.C. Mason, Superintendent, requiring them to sign individual contracts and to return them by April 24, 1967. (An extension had been given by the Superintendent). The Court held that this clause was not in conflict with the Tenure Act, Article V, Section 2 which reads:

"No teacher on continuing tenure shall discontinue his services with any controlling board except by mutual consent without giving a written notice to said controlling board at least 60 days before September 1 of the ensuing school year. Any teacher discontinuing his services in any other manner than as provided in this section shall forfeit his rights to continuing tenure previously acquired under this Act."

The Court said that this section of the Act only places a duty requiring that the teacher, if she desires to continue her rights to continuing tenure, shall at least 60 days before September 1 give a written notice of her intention to discontinue her service. The Court also said that "the teacher may enter into a valid contract if she so desires or that a contract made for her by her bargaining agent may provide that such a notice be given at an earlier date."

The Coleman Education Association in its bargaining for a new contract for 1969-70 sought to have this clause eliminated. It is apparent that the teachers feel strongly about this clause. A petition was circulated and signed by a number of teachers which says in part, "We hereby certify that we shall not (their emphasis), under any circumstances, ratify any new master agreement which would require or permit the issuance, signing or return of individual contracts prior to ratification of subsequent master agreements."

The Coleman School Board, in April 1969, sent contracts out to its teachers. There was a notation on it which read: "Contracts will be re-issued after negotiations have been completed reflecting any changes." The base annual salary for a given teacher as provided in the current agreement is typed on the contract. The salary schedule has eleven increments based on years of experience. The salary, in the absence of an agreement, can therefore be easily determined; it is just the next step.

The Education Association stated in the hearing that this clause places the teachers at a disadvantage in the bargaining process. It commits them in advance to work for a unilaterally determined salary in event that no contract is ultimately executed. Furthermore, there is no assurance that a collective bargaining agreement will later be reached.

The teachers argue that they are in a peculiar position. They do not contract for a full calendar year and thus do not have continuous employment. Teachers must sign individual teaching contracts each year and these contracts "shall specify the wages agreed upon" (See Section 569, School Code of 1955). This section of the Code does not state any particular date by which these contracts must be issued or returned.

Teachers must have a teacher's certificate in order to contract with any Board of Education. If they refuse to perform their contract, they may have their teaching certificates suspended. Section 861 of the School Code of 1955 is directed to this point:

The state board of education shall have authority to suspend for the reasons and in the manner herein provided any certificate issued to any teacher who refuses without sufficient cause, in the opinion of said Board, to perform a lawful contract to teach in any school in this state in which such teacher is required to hold a certificate issued by such Board before entering into a contract to teach.

The issue of individual signed contracts has come before the Michigan Labor Mediation Board (MLMB) in the Edwardsburg Public Schools and Edwardsburg Education Association case (No. C 68 E-56 dated December 20, 1968). In this case the MLMB ruled that it was an unfair labor practice under Public Law 379, the Public Employment Relations Act of 1965 (PERA) for the School Board to issue individual teacher contracts and to require them to be returned at a time when no collective bargaining agreement on wages and working conditions had been reached between the parties and negotiations are pending or being conducted.

The Trial Examiner in this case said that, "Issuance of contracts, even when made subject to the results of later collective bargaining, materially interferes with the bargaining process because it requires teachers to make a decision as to whether they will return to the district at a time when they do not know what the wages and working conditions will be. And, if no master contract should be successfully negotiated, it binds them to the salary unilaterally set forth on their individual contracts." He went on to say that School Board's "legitimate interest in determining as early in the year as possible how many new teachers will have to be employed is no legal excuse for circumventing the determination of wages by collective bargaining."

#### Recommendation

Since the Michigan Labor Mediation Board has ruled that the issuance of individual teacher contracts and requiring that they be returned prior to the parties reaching an agreement on wages and working conditions is an unfair labor practice under the Public Employment Relations Act of 1965 (Public Law 379), the Hearings Officer strongly recommends that the clause in question be eliminated and that individual teacher contracts not

be issued prior to the completion of negotiations. He does recommend that the parties work out a procedure whereby the teachers who will not be returning in the fall notify the Superintendent as soon as possible so that recruitment can begin when the supply of teachers permits choice among the applicants.

Summary

In 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. Furthermore, it is hoped that this Report will assist the parties in developing and promoting goodwill which is so essential to an effective educational program in Coleman.

September 2, 1969

Daniel H. Kruger  
Hearings Officer