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In the Matter of the Fact-Finding Hearing between
CRESTWOOD BOARD OF EDUCATION

-and-

CRESTWOOD EDUCATION ASSOCIATION

E.J. Forsythe 9-15-69

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This fact-finding report was authorized under the provisions of Section 25 of Act 176 of Public Acts of 1939 as amended, and the Labor Mediation Board's regulations in connection therewith. The undersigned Fact Finder was authorized to issue a report with recommendations regarding the matters of disagreement between the Crestwood Board of Education and the Crestwood Education Association. A hearing was conducted in the Pick Fort Shelby Hotel in Detroit, Michigan, on September 5, 1969.

APPEARANCES

For the Crestwood Education Association

George Trudell, Chief Negotiator
Richard Treachler, President
John Lundberg, Negotiator
David H. McNeil, Negotiator

For the Crestwood School Board

James E. Conrad, Attorney
Virgil J. Laurain, Business Manager
James M. Garfield, Assistant Superintendent
Richard Wiecek, Crestwood Board of Education
Carl Wagner, Superintendent
Rudolph S. Urgy, Crestwood Board of Education

Crestwood Board of Education

BACKGROUND AND POSITION OF THE PARTIES

An Agreement between the parties was entered into in 1968, to remain in effect until August 31, 1970, provided that a settlement was reached on or before June 13, 1969, of those items reopened for negotiations as set forth in Article XXII. In the event a settlement of such items is not so concluded, the Agreement shall and did terminate on August 31, 1969. There have been negotiating sessions between the parties in the last few months.

There are certain issues on which the parties did not reach agreement, and it was at this stage, after offers and counter-offers, that a request for fact-finding was obtained.

ECONOMIC ISSUES

Salary Schedule

The Association's last proposal is for a salary schedule starting at \$8,000 progressing to \$13,446 in nine steps for the B. A. degree, and \$9,234 to \$15,309 from step 2 to step 9 for the M.A. degree. The Board's position is \$7,100 to \$11,000 in nine steps for the B.A. degree, and \$9,000 to \$12,800 from step 2 to step 9 for the M.A. degree.

The Board states it is not only willing but feels that the monies available should be used for providing the best educational program. It says that on the other hand, it cannot spend more money than is available or can be made available, and that its source of funds is limited, particularly in light of a millage failure on June 13, 1969. The Association argues that just on the basis of the Property Tax and State Aid alone, there will be increases in the income.

As to insurance, the Board agrees to furnish to all teachers the sum of \$7,500, and the Association is requesting coverage in the amount of \$12,500. The Board says that its offer of \$7,500 is the third highest in the area. As to the Blue Cross-Blue Shield, as provided in Section B of Article XIX, the Association says the Board has not provided the 1967-68 coverage as provided in that section of the Contract. The language reads as follows:

Article XIX B

The Board shall provide without cost to the teacher Blue Cross-Blue Shield, comprehensive MVF-1, full family, nondeductible hospital and surgical insurance protection. Said coverage shall be no less than the coverage provided in the 1967-68 contract.

On Summer School, Driver Education, and Adult Education, the Association is requesting \$8.00 per hour; the Board's position is \$6.00 per hour for driver education, \$6.50 per hour for adult education, and \$7.00 per hour for summer school. The Board states that \$6.00 per hour is in line with the payment in the surrounding communities.

For experience credit, the Association's position is eight years, and the Board's proposal is seven years. The Association says it was the understanding in the last negotiations that it would be eight years, this year. The Board says that if so, it should not be retroactive.

As to the Diagnostician salary, the Association's proposal is \$10,000 to \$16,000 in four steps. The Board's position is \$10,000 to \$15,000 with no schedule.

As to Graduate Hours, the Association's position is \$23 per hour; the Board's position is blocked. The Board says it has blocked these hours on its salary schedule for the reason that it desires teachers to make strides

in improving themselves as teachers by striving for higher educational degrees rather than indiscriminately picking up credit hours. The Association points out that the current Contract pays \$17 per credit hour and that their request is legitimate.

The Association requests \$700 for half-day sessions; the Board's position is no additional pay. The Association says the \$700 is for preparation time. The Board points out that neighboring districts do not pay this extra.

On substitute pay, the Association's position is \$30 to \$33 per day; the Board has no position and says the substitutes are not part of the bargaining unit, whereby the Association says they should be a part of the bargaining unit.

On terminal pay, the Association's position is \$1,000 or \$11 per sick day. The Board's position is \$800 or \$10 per sick day.

On Sick and Personal paid Leave Days, the Board states that this issue was not settled at the negotiating table and is still a subject of dispute between the parties. The Association's position is to retain the same language as the 1968-69 Contract with the insertion of 24 days leave instead of the present 16 leave days. The Board's position is that the teachers shall have 12 sick days and 4 personal leave days and that the teachers should account for their personal leave days.

NON-ECONOMIC ITEMS

The Association requests that the members of the bargaining unit be expanded to include Department Heads and substitutes. The Board's position is to exclude Department Heads and substitutes. The Board's position is that Department Heads have not and are not presently included in the

bargaining unit and have not been a part of the bargaining unit since the time when the Association was determined to be the proper bargaining unit. The Board says the Department Heads serve a quasi-administrative function in the school district in that they participate indirectly in evaluation, curriculum, and other related administrative functions. The Board says if Department Heads were included in the bargaining unit, their useful function would terminate, and they would no longer serve the purpose for which they were reappointed. Further, the Board says the majority of Department Heads have indicated they do not wish to become members of the bargaining unit.

The Association maintains that a number of districts in Wayne County include Department Chairmen in the defined unit, and that in a number of other districts, the contract language is silent as to exclusion or inclusion.

The Association asks that at the beginning of every school year the Association shall be credited with 60 days of released time which shall be used at the discretion of the Association by teachers who are officers or agents of the Association. The Board feels that it is presently providing released time for the Association through the Grievance Procedure which does call for a certain amount of released time for officers for the processing of grievances. The Board estimates that approximately ten (10) days a year is provided in the current released time.

The Board of Education believes that in the event an agency shop clause were inserted in the Agreement, it should be spelled out clearly in that clause to insure the School District that it was in no way putting itself in a position of possible liability. The Board argues that this

clause is totally for the benefit of the Association and in no way betters the educational program of the Crestwood School District. The Board says that of 187 teachers in the Crestwood instructional program, 82 teachers are not either members of the CEA nor do they pay dues to the CEA which in terms of percentage, is 44% of the teachers in the Crestwood School District who are not members of the CEA or who do not pay dues to the CEA.

The Association recommends that the Contract provide that any teacher who is not a member of the Association or does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay a fee to the Association, the MEA and NEA. It asks in the event a teacher shall not pay such fee that the Board shall terminate the employment of such a teacher immediately.

The Board says it is the right and duty of the School Administration to evaluate teachers. Therefore, it says the Association's proposal to have tenure coaches and tenure teachers to do the evaluation would result in needless cost to the District, which would involve the loss of that teacher's time in his or her classroom, and would be of no assistance as the duty to evaluate is an administrative duty. The Board further states that it is its right and duty to discharge a probationary teacher if that teacher has not properly fulfilled his or her duties to the School District. It is the Association's position that a "teaching coach" shall be assigned to every probationary teacher upon entrance of the teacher into the system. The Association requests that at the request of the probationary teacher, the Association shall assign (3) tenure teachers to evaluate the performance of

the "requesting teacher." The Association outlines a procedure for evaluation involving teacher evaluators and their reports.

The Association's position is to streamline the arbitration procedure. The Board's position is to retain last year's arbitration structure.

As to paragraphs on professional behavior, the Association's position is that they will contract two paragraphs as tentatively approved, but the Board's position is that they agree to these paragraphs, but the Board wants another paragraph demanding strict observance of all professional rules and regulations. Another issue is a paragraph asking that teachers not be disloyal to the School District, School Board, or the Administrators in class.

As to time schedule, the Crestwood Board of Education has put Grades 1-5 in the elementary schools on half-day sessions. The Board says that in the event that its half-day sessions are determined to be legal and valid school days, the teaching day in the elementary program be expanded from 5 hours and 10 minutes to 6 hours to give children the fullest educational opportunity. The Association says its position is the same as last year.

RECOMMENDATIONS

ECONOMIC ITEMS

1. Salary Schedule. The principal issue between the parties is that of salary. Both submitted salary schedules, both of which progressed in nine steps, both for the B.A. and the M.A. degree.

In line with settlements and offers in the surrounding communities, the Fact Finder recommends a Base Salary at the B.A. level of \$7,500 to a maximum sum to be reached in nine increments. For the M.A. degree, the Crestwood salaries are higher than those of the surrounding communities. With that in mind and at the same time keeping experienced and professional teachers, the Fact Finder recommends a minimum of \$9,100 with the maximum sum being reached in nine increments. Both parties agreed on a nine-step process.

By adopting this base rate for the B.A. and with the continuation of a minimum at the M.A., both of which equal or exceed those of surrounding communities, it is hoped that the School District will secure and retain teachers in their system. This, I am hopeful, will inure to the benefit of all parties concerned, but primarily to the students of the Crestwood School District.

2. Insurance. In the area of fringe benefits, the Fact Finder in considering this issue was greatly impressed with the trend among all employers, large and small alike, to furnish medical and hospital insurance. The Board is to be complimented for previously providing for the teacher and for continuing to do so with a coverage which it says is third highest among the surrounding districts. In light of the statistics furnished the Fact Finder, the amount of \$7,500 seems commensurate or better than

those for other districts. If, as the Association says, the Board has not provided the contractual coverage mentioned in Article XIX, Section b, "provided in the 1967-68 contract," it has had an opportunity to so grieve in this Contract, and if it has not done so, the Association should specify the violations prior to the adoption of this language in the next contract. The Fact Finder did not see the medical insurance coverage, and that is where the coverage would be spelled out. The Fact Finder can only assume that this includes full comprehensive coverage.

3. Summer School, Driver Education and Adult Education. The Board offer of \$6.00 per hour for driver education, \$6.50 per hour for adult education, and \$7.00 per hour for summer school, appears commensurate with that offered in other communities, particularly in view of the overall compensation which is being recommended.

4. Experience Credit. Experience credit in other districts varies from not being provided at all, to from 5 to 9 years. Based upon the parties statements at the hearing, and their current credit, the Fact Finder recommends eight (8) years without retroactivity.

5. Diagnostician Salary. For positions of this type, the skills, background and performance of the professional must be given some range. For that reason, the Fact Finder recommends a range of \$10,000 to \$16,000 without being circumscribed by minimum or maximum steps. For some professionals, depending, the matter of being restricted to the four steps as suggested by the Association could do a disservice to the School District and its students.

6. Graduate Hours. This assumes of course that the teacher in enrolling in advanced work will be striving for improvement as a professional and that this will mean that the students of the Crestwood District will be the recipients of this advanced education. The Fact Finder recommends that the teacher continue to be reimbursed at the rate of \$17 per hour but that the teacher should not be required in every instance to be a candidate for a higher degree, as there are courses or seminars which could help the teacher's development which might not fit into a particular degree requirement. Improvement of the teacher and consequent assistance to the student is the purpose of this reimbursement.

7. Extra-Pay-Half-Day Sessions. The Fact Finder's salary recommendations are based upon full-day sessions, and in light of court decisions on the matter of half-day sessions, he feels that a recommendation is not in order.

8. Substitute Pay. Whether or not substitutes should be members of the bargaining unit is a matter of election and appearance before the State Labor Mediation Board, rather than a recommendation from the Fact Finder. As to the pay rate, no evidence was introduced to in fact substantiate a raise from \$30 to \$33 per day.

9. Terminal Pay. This terminal pay is not provided in a number of school districts. However, there is good reason for the protection of the teachers, and it should continue to be so provided, so the amount of \$800 or \$10 per sick day seems equitable for this Contract, as no reasons other than a slightly higher sum were offered to the Fact Finder.

10. Sick and Personal Paid Leave Days. The District has in the past and should continue to provide sick days for its teachers. A ratio of 12 sick days and 4 personal leave days appears to answer this purpose, in the absence of any evidence or arguments as to why it should be raised to a total of 24 days.

NON-ECONOMIC ITEMS

1. Members of the bargaining unit to include department heads and substitutes is the Association's position. The Board's position is to exclude department heads and substitutes.

It is the Fact Finder's recommendation that the Contract language be silent, or that in fact Department Heads and substitutes be excluded, pending an election and determination by the State Labor Mediation Board. This of course can be done and should be done after the signing of the Agreement. This is a determination which should be made by the Department Heads themselves.

2. Release Time for Association. In light of the number of teachers covered by the Agreement, the present release time in the Agreement in the Grievance area for a total of approximately ten days a year appears to be adequate.

3. Agency Shop. The Fact Finder recommends the adoption of the Agency Shop provision as it is well established in teacher collective bargaining contracts and is a proper subject for bargaining. However, in light of certain worries expressed by the Board as to reimbursing the School District for any sums of money lost or expended as a result of this clause, it is recommended that a section be inserted into the Agreement whereby money is

put into escrow for one year, after which if no occasion for its use has arisen, it will be transferred to the Association.

4. Teacher Evaluation. Both parties are concerned with the improvement of teacher performance. Special tenure teachers doing the evaluation, regardless of their high performance qualities, hardly seems the answer. The teacher undoubtedly wants to improve and at the same time should be the beneficiary of knowing where he or she stands on the basis of an evaluation from the Administration.

It is uncommon for probationary teachers to have a right of appeal if they are dismissed, and the Fact Finder heard no persuading arguments to so recommend otherwise.

5. Grievance Procedure. To air complaints, get the facts, and have them settled or dropped, the Fact Finder does recommend a more streamlined arbitration procedure. At the same time, and for the protection of all involved, he also recommends a time limit in the filing of grievances.

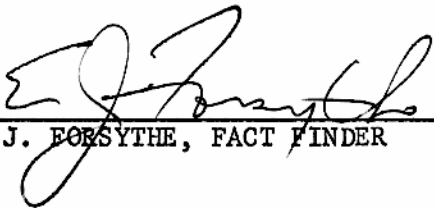
6. Professional Behavior and 8. Miscellaneous Provisions and Teacher Loyalty.

In light of the professionalism displayed thus far between the parties, this type of language hardly seems necessary in a collective bargaining agreement. Teachers do have rights under the Grievance Procedure, and the Board has sanctions open to them.

7. Elementary Daily Schedule. The matter of one-half day classes has been referred to the courts, which have held for full-day classes in a nearby community. The community involved did not give additional compensation for the half-day involved. Therefore, this is not a subject for Fact Finding but is a matter of court determination.

The Fact Finding Officer points out that the issues discussed in this report were, I believe, all of the major issues that were submitted by the parties herein. It is my further understanding that numerous other matters between the parties have, or can be, quickly resolved.

Both parties are commended for their professionalism, and the Fact Finder is convinced that they will concern themselves with the primary purpose of educating the youth in the Crestwood School District.



E. J. FORSYTHE, FACT FINDER

September 15, 1969