

STATE OF MICHIGAN  
BEFORE THE  
EMPLOYMENT RELATIONS COMMISSION

A TRUE COPY  
George G. Dunn, Clerk

In the Matter of

BEECHER BOARD OF EDUCATION

and

BEECHER EDUCATION ASSOCIATION

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

REPORT AND RECOMMENDATIONS

Fact Finder:

James R. McCormick

For the Board:

Alan Luce, of Grover-Luce Associates, Personnel Consultants; and Edward J. Stafinski, Business Manager

For the Association:

Gary F. Vandemark, Executive Director; Jacquie Koplin and James C. Walker, Co-Chief Negotiators

Case Submitted to Fact Finding: September 29, 1973

Hearings Held: October 1, 1973 at Flint, Michigan

Report Issued: October 3, 1973

I. INTRODUCTION:

The above matter came on to be heard before the undersigned, as impartial fact finder, pursuant to mutual selection by the parties and appointment by the Employment Relations Commission of the State of Michigan in accordance with the provisions of the Public Employment Relations Act (P.A. 379, 1965) and the Labor Mediation Act (P.A. 176, 1939, as amended). The parties were accorded a full hearing and each presented considerable evidence relating to the 21 issues, relative to salaries, fringe benefits and working conditions, still remaining unresolved after some 33 negotiating sessions which consumed more than 200 hours. No classes have been taught during the entire first month of the normal 1973-1974 school

Beecher Board of Education

year, and State Mediator Leonard Bennett has certified that the parties have reached an impasse and that, in his opinion, the issuance of these findings and recommendations may serve to inform the public as to the issues and assist the parties themselves in reaching an accord.

In the interest of expedition the parties have waived the detailed rationale for these recommendations, but it nevertheless merits comment that these recommendations are based upon my most careful consideration of the merits of each proposal individually as well as the realities of collective bargaining. In my most considered opinion these recommendations are fair to both parties and to the citizens and taxpayers of the Beecher School District and, in light of the prolonged stalemate, should form the basis for the settlement of all outstanding issues.

## II. RECOMMENDATIONS:

Proposals for language changes have received my recommendation only where the party propounding the change made a persuasive case for the change. Fringe benefit increases have generally been deleted by the undersigned on the theory that cash put into the basic salary schedule is best calculated to gain ratification by the teachers. The recommendations on salaries are non-inflationary, well within current year revenue limitations, will allow the District to reduce its equity fund deficit from previous years, will retain the relatively high ranking of the District's salaries among Genesee County districts, and will correct a past tendency to underpay high seniority teachers with master's degrees.

My recommendations for settlement of unresolved items are as follows:

Item 2 (Class size): Retain former language except for (a) 10% override in physical education classes and (b) provision for grace period and opportunity for conference as to other classes.

Item 8 (Vacancies - Promotions): Retain former language.

Item 11 (Arbitration of Discharges): Board should abandon attempt to eliminate arbitration of discharges. Language should instruct arbitrator that he need not require same proofs to sustain discharge of probationer as in case of a tenure teacher.

Item 12 and 13 (Grievances): Drop reference to punitive damages. Add Board proposed language to 12A, plus "including reasonably necessary inferences therefrom."

Item 14 (In-Service): Retain former language.

Item 16 (Compensation): Drop Association proposal for reopening of salaries if new funds obtained. Contract should possess finality. Adopt calendar allowing for 180 days, with full pay to teachers. Board position is recommended on 16C and D.

Item 17 (Insurance): Board need not pay September, 1973 insurance premiums since employees must assume consequences of withholding services during entire month.

Item 18 (Income Protection): Drop Association demand.

Item 20 (Dental Care): Drop Association demand.

Item 21 (Insurance): See Item 17, above.

Item 23 (Sick Leave): Board Language changes should be agreed to by Association.

Item 24 (Personal Days): Agree to Board proposals for language changes.

Item 26 (Special Conditions): Approve paragraph numbered A but not B.

Item 27 (Terminology): Retain former language in A (without dropping last sentence), I, J, and L. Drop proposal re requirement of grades of A or B for graduate work.

Item 28 (Salary Schedule): Two year agreement: First year \$8,900 B.A. Base (5 x 4). Second year \$9,300 (5 x 5).

Item 29 (Driver Education): Delete paragraph 7, thereby removing special 8% provision.

Items 34 and 35 (Athletics): Resolve percentages according to Board's position, but use coaching years, limited to 7 years.

Item 36 (Definition of Terms in Appendix): Delete 4a and c in definition of a transfer. Retain existing definition of a grievance, but restrict arbitrability. (See Items 12 and 13, above).

Item 39 (School Calendar): Use calendar on page 47 of Association hearing brief as guideline. Provide 180 days, which is still possible, thereby permitting teachers to earn their entire annual salaries.

October 3, 1973

/s/ James R. McCormick

James R. McCormick  
Fact Finder