

1015
Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

STATE OF MICHIGAN
DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

9/12/83
FILE COPY

IN THE MATTER OF FACT FINDING)

between)

BEECHER COMMUNITY SCHOOLS)

and)

BEECHER EDUCATION ASSOCIATION)

REFERENCE

MERC Case No.: D83-C1018

REPORT OF THE FACT FINDER,
RICHARD H. SENTER

REPRESENTING THE PARTIES:

For the Beecher Community Schools:

Alan Luce, Consultant

Doctor Robert Towns, Beecher Community Schools

Forrest Gunderson, Beecher Community Schools

For the Beecher Education Association:

Edward McMahon, B.E.A. President

Dick Ringstrom, M.E.A. Staff

John Melchor, M.E.A. Staff

Kathryn Curtis, B.E.A.

B. Francine Edwards, B.E.A.

Henry Piche, B.E.A.

Glenn Foldie, B.E.A.

Dorothy Seay, B.E.A.

Eunice Maherry, M.E.A.

Gary E. Vandemark, M.E.A.

Beecher Community Schools
This document paid for with State f

BACKGROUND

The Employment Relations Commission on its own motion concluded that the matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known.

Accordingly, the Commission appointed Richard H. Senter on the afternoon of September 7, 1983, as its Fact Finder and Agent to conduct a fact finding hearing pursuant to Section 25 of Act 176, Public Acts of 1939, as amended, and the Commission's regulations, and to issue a report with respect to the matters in disagreement.

PREPARATORY PROCEDURES

The Fact Finder met with the representatives of the parties at the administrative office of the School District beginning at approximately 7:45 p.m. on September 7, 1983, and continuing to 10:45 p.m. The Fact Finder was advised that the Contract between the parties had expired and a new agreement had not been reached. Further, although the school calendar called for teachers to report on August 29, 1983, the teachers had not reported. Consequently, the Board had postponed the previously scheduled day for students to report. The schools remain closed.

The Board presented a list of 46 unresolved issues. The Association presented a list of 13 unresolved issues. This total of 59 issues was reduced by agreement between the parties to 13. A mutually satisfactory chronological order of presentation was established. It was mutually agreed that a public fact finding hearing would begin at 10:00 a.m. on Saturday, September 10, 1983, at the area offices of the Michigan Education Association and would continue on Sunday, September 11, 1983, until the hearing was concluded.

PROCEEDINGS OF THE HEARING

The public hearing was convened as scheduled and concluded at 6:45 p.m. on Saturday, September 10, 1983, all parties advising they had no further evidence to present.

During the hearing, the Board withdrew 8 of its issues from the agreed total of 18. The Board agreed to continue the present language of the last Contract regarding these issues.

This document paid for with State f

The agreed chronological order of presenting the issues was followed. The discussion and issue of recommendations do not follow the same order. The issues with economic impact are of vastly greater importance in light of the admittedly poor financial condition of the District. Thus, these issues are first presented hereinafter.

RECOMMENDATIONS

The four economic issues of the Association are identified as pertaining to Increments, Horizontal Movement in Salary Schedule, Longevity, and Salary. These same issues were designed by the Board as Schedule A Salary. Both parties presented testimony and exhibits.

The parties are in agreement that the School District is currently a financial disaster. The Board related the many steps it has taken to correct the problem and projects great improvement in the 1983-84 school year, conditioned upon the teachers accepting a total freeze on wages and benefits in a one-year contract. No tables or schedules of expected revenues and projected expenses were presented. The Board does not seek to reduce salary or benefits accorded this group of employees.

The Association points to its acceptance of a similar one-year total freeze for the school year of 1982-83, wherein it is not yet apparent that the deficit in the General Fund equity was measurably reduced. The Association presented the schedule of the General Fund equity balances for the school years of 1975-76, through a projection for the school of year of 1983-84. The Board does not dispute the figures presented. For the first five years of this nine-year period, the District ended the school year with a cash balance. Then the trend was reversed on an accelerating scale. At the conclusion of the 1981-82 school year which coincided with the conclusion of the last three-year labor contract, the General Fund equity balance was in a deficit position of \$1,462,231.00.

The parties negotiated a one-year extension of the previous Contract with a total freeze on salary and fringe benefits which resulted in the continuation of the salary schedule originally negotiated and incorporated in the three-year Contract beginning with the 1979-80 school year, without any teacher receiving the usual incremental adjustment, horizontal movement adjustments or longevity increases.

The Association seeks a three-year Contract wherein the omitted incremental steps, the horizontal adjustment (lane

changes), and longevity improvements will be restored and this schedule further improved by a one percent increase in the first year, with formula raises of four percent to six percent in the second year, and formula raises of from five to seven percent in the third year.

The Association disclaims any responsibility for the District's deficit and complains of the Board's denial to the Association of participation in administrative decisions. It is here appropriate to note that in each year of the three-year Contract of 1979-80, 1980-81, and 1981-82, the teachers were awarded a nine percent salary increase, while the General Fund equity balance fell from a plus \$241,825.00 to a deficit of \$1,462,231.00.

The Fact Finder notes that the School District has had a contractual relationship with these employees since 1966. This is a "marriage" of substantial duration. The parties appear to have shared both good times and bad times. The choice for the future is apparent to this outside Fact Finder. Either the parties need to compromise their differences to continue to exist, or the parties need to seek a dissolution of the District and a consolidation into an adjacent school district. This option was adamantly rejected by both sides.

Nevertheless, in light of the continuing and massive fiscal problems, it is the recommendation of the Fact Finder that upon the signing of the next Contract, the parties either jointly or individually create a task force to identify the procedures leading to consolidation and to identify the opportunities, advantages, and disadvantages of consolidation.

The contribution of the District taxpayer to the resolution of the problem needs to be recognized. The Board is looking forward to the collection for the second year of 25.89 extra voted mills. The taxpayers of the Beecher Community School District are paying the third highest amount of extra voted millage in the County, exceeded only by the Carman-Ainsworth and Flint Districts, and equalling the voted millage of Westwood Heights.

The complaints of the Association have some merit. The Fact Finder believes the demand of the Board is excessive. The Fact Finder recommends a Contract covering a three-year period to provide for overall stability in labor relations.

The Fact Finder recommends restoring those incremental advances, the longevity steps, and the "so-called lane change" adjustments omitted from the Contract of the 1982-83 school year, effective with the beginning of the next Contract entered into.

The Fact Finder further recommends that the salary schedules thus established be increased by one percent effective with the beginning of the second semester of the 1983-84 school year, together with a continuation of all of the step increases of the conventional Contract.

For the second and third years of the Contract, the recommendation is in accordance with the request of the Board, i.e., a reconsideration of salary schedules and benefits following the first year.

At the beginning of this factfinding hearing, the issue of health care benefits was composed of an Association proposal and a Board proposal. The Board withdrew its proposal but continues to oppose the Association request.

The Association does not claim the present package of health care and related benefits is deficient. The Association seeks to solve the problem identified as the fact that in those households where both spouses are employed and provided with health care benefits by different employers, there are possible wasteful double expenditures by the individual employers.

The Association seeks to eliminate the waste and provide for alternative health care services for those teachers who do not need the entire package now provided by the Board. The Association also seeks to eliminate the need of some of its members to make out-of-pocket expenditures for certain choices.

The Association admits that the concept incorporated in their proposal is new and grew out of the recognition of a need to maximize the value of School Board expenditures for these multiple and expensive services. Two programs, Pak 4 and Pak 3, were presented as acceptable and costs were projected and compared with the projected costs of the current health care benefits package provided.

For the less expensive Pak 3 program, the additional costs to the Board over present program costs for the nine-month period of October 1, 1983 to October 1, 1983 are projected to be \$12,831.60. The parties agree that the total program costs might be reduced by choices to be made by the teachers which cannot be accurately predicted.

In light of the deficit financial condition of the District spelled out elsewhere in this report, and in light of the costs attached to recommendations made elsewhere in this report, the Fact Finder recommends denial of the Association request for the first year of the next Contract, with a re-opener clause to re-visit this area for the second and third year of the recommended three-year Contract's duration.

The Association in its issue entitled "Job Auction" seeks to add an appendix to the Contract providing in greater detail the procedures to be followed in filling vacancies in positions. This matter is now provided for in Article VII, although in a far less detailed fashion.

Careful attention to the oral presentation by the parties and subsequent review and study of the written material regarding this issue requires the Fact Finder to recommend a continuation of the present Contract language and further bargaining on the issue after the next Contract is entered into in order to refine the Association's goal and method of accomplishment.

The Fact Finder is confused by the Association's request for the appendix with no provision for amending Article VII by appropriate deletions. Specifically, Article VII calls for posting prior to the May meeting of the Association, while the appendix calls for updating the seniority list in April.

The Association addresses the most serious social problem in the School District in its issue entitled Affirmative Action.

The Association testified that between 70 and 75 percent of the people in the Beecher School District are of minority origin, "primarily black, some hispanic." The teaching staff has only 32.4 percent representation from minority groups. Further, the Fact Finder was advised, this proportion never in its history exceeded 40 percent and with a declining school population forcing teacher layoffs, the percentage is declining.

The Association criticized the Administration for not carrying out paragraph 3 of its policy adopted March 16, 1983, this being a revision of a previous policy established in 1970.

The Association states that the present policy governing layoffs, with its emphasis on seniority, results in a grossly unfair treatment of minority teachers.

The Board opposed the Association's proposal on several grounds, but made a written counter-proposal to exempt minority staff persons from layoff and recall rules. Because of the great sensitivity of this issue, the counter-proposal is set out hereinafter:

All minority staff currently employed and/or on layoff shall have an exemption from layoff (and be recalled), providing said staff are qualified and certified for any positions remaining in the School District.

A recess was taken to allow the Association to consider this counter-proposal.

It was rejected on the basis that the Board's counter-proposal would generate litigation. The Fact Finder believes the present wording of the Association's proposal likewise could generate litigation.

In making the recommendation on this issue, the Fact Finder notes that there is no agreement as to the length of the next Contract, i.e., 1, 3, 5 or 6 years. This is far too important a matter to be resolved and included in possibly a one-year contract. Therefore, denial of the Association's proposal is recommended.

This issue, presented by the Association and entitled, "Teacher Workdays," concerns itself with the future use of the two days out of the total of 185 report days presently provided for "district-wide, in-service days." These two days are in addition to specific and allotted hours provided for in-service training at "the building level."

The Association asserts and supports by exhibits that the district-wide in-service days lack relevance and "never in the history of the Beecher School District have building staffs used all of the allotted time." The Association witness stated, "The Association asks that two in-service days be eliminated," with the implied result of reducing the number of report days from 185 to 183.

The Board opposes any reduction, and advises that the average of 8 other school districts in the County is 184.25 report days.

It is uncontested by the parties that each teacher is currently being paid for these two days.

The Fact Finder recommends granting the specific request of the Association to eliminate the two district-wide in-service days and that the two days be added to the present 180 days provided for student contact.

The teachers will suffer no loss of income. The Board will not incur any additional expense. The students will benefit from the additional professional attention. The highest goals of public education will be served.

This Association issue, entitled "Conference Day Compensation-High School," seeks parity, if not complete equity, for the high school teachers in the matter of compensatory time

off now afforded teachers at the elementary school and junior high school level in connection with their parent-teacher conferences conducted on a specific evening once each semester.

Following the presentation, the Board agreed to accept the Association proposal conditioned upon the compensatory time being determined in accordance with the established procedures in place at the elementary and junior high schools.

The parties agreed. Thus, no recommendation is required by the Fact Finder. The matter is included in this report to record the agreement.

This Association issue, entitled Substitutes for Resource Teacher, is the continuation of a professional concern communicated to the Administration on several specific occasions through the grievance apparatus.

The Fact Finder has come to understand through exhibits and testimony that certain elementary students of the District enjoy the advantages of a special compensatory education program unique in Michigan. According to the Association witness, there are no other Michigan school districts with this program to which all parties could look for guidance in its solution of the problem.

The facts are not in dispute. In each of the District's elementary schools, there is a resource room in which certain designated students are given compensatory education (Title 1 - Chapter 3) for one specific period each day. Thus, designated students will leave their regular classroom for one period each day. The period for kindergarten students is 30 minutes long. The first and second grade sessions are 50 minutes long. Third through sixth grade sessions are 60 minutes long.

The complaint arises from the elementary class teachers on those occasions when the compensatory education teacher is absent, and those designated students cannot be released from their regular classrooms to the resource room for the designated period. No substitute is provided for an absent compensatory education teacher. In turn, this requires the regular classroom teacher to provide for students not expected to be present for the material prepared by the teacher for the rest of the class.

The Association seeks to insert Contract language requiring the Board to provide a substitute in the absence of the compensatory education teacher as is the current policy with respect to dealing with absences of special education teachers. No testimony was adduced whereby the Fact Finder finds any

similarity between the results of the absence of a compensatory education teacher and the absence of a special education teacher. There was no testimony that the designated students constitute a behavior problem. Rather, the absence of the compensatory education teacher results in the regular classroom teacher being responsible for regular members of the class for the entire day. The Fact Finder recognizes that the students not designated for compensatory education do lose the advantage of one period of more concentrated professional attention by the classroom teacher.

The Fact Finder believes that although the grade teacher is prepared to offer services to a major portion of the class during one period each day, such teacher would possess those resources to provide for the entire class on an occasional basis on short notice without a burden requiring relief. The Fact Finder recommends denial of this issue.

The opinion of the Fact Finder might be otherwise if the "absences" were caused by the Administration utilizing the compensatory education teacher for other duties, thus initiating the absence.

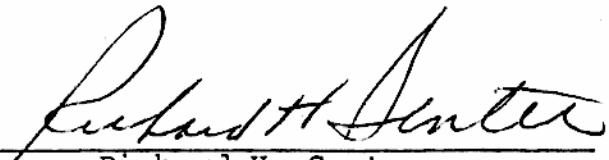
The Fact Finder wishes to express appreciation to all parties for their cooperation in the very expedited and "off-hour" conditions of these proceedings.

The Fact Finder has been moved to respond with an equally expedited report out of recognition and concern for the fact that the Beecher Community Schools remain closed as of the writing of this report.

Students belong in school. The parties must share equally the responsibility for this condition.

It is recommended that an agreement between the parties be reached immediately to reopen the schools, and thereafter conclude a contractual agreement in conjunction with the recommendations made herein.

DATED: September 17, 1983.


Richard H. Senter