

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION

In Re:

BENDLE PUBLIC SCHOOLS

-and-

BENDLE EDUCATION ASSOCIATION

Michigan State University  
LABOR AND TRIAL  
RELATIONS LIBRARY

George Koumell /

REPORT OF FACT FINDER  
AND RECOMMENDATIONS

Appearances:

For the Board of Education:

Ken Gentel, Superintendent  
William P. Daniel, Attorney  
James E. Skinner, Board Member  
Delbert E. Priest, Board Member  
Irving Bendall, Board Member  
Gerald Longstreet

For the Bendle Education Association:

Howard L. Cadaut, Chief Negotiator, Bendle Education Association  
Chester J. Wilkin, Negotiator  
Edward P. Heilte, Negotiation Team, Bendle Education Association  
Willard Kenneth Ritter, Bendle Education Association President  
C. E. Rickard, Vice-President, Bendle Education Association  
James Hart, Representative, Michigan Education Association

By Petition of the Bendle Education Association(hereinafter called "Association") the undersigned was appointed the Fact Finder. Both the Association and the Bendle Board of Education(hereinafter called "Board") met with the Fact Finder in an extraordinary long session on Wednesday, October 22, 1969 in an attempt to present the facts to the Fact Finder so that a report could be issued promptly.

The Fact Finder agreed that he would be willing to work the remainder of the week, and throughout the following weekend in studying the excellent material presented by both parties so that he could issue a report by Monday, October 27, 1969. He further agreed that he would

*Bendle Public Schools*

make enough copies available so that each member of the Association, as well as the Board of Education, would have his own copy for study. In return for this effort on the part of the Fact Finder, the parties agreed that the membership of the Association would meet Monday evening, October 27, 1969, to determine whether or not they would accept the report, and so advise the Board. In turn, the Board agreed to meet Monday evening, October 27, 1969 and advise the Association whether or not they would accept the report.

On this basis the report was issued on Monday, October 27, 1969, after a good deal of effort and after very careful study of all the facts.

To the credit of both parties the parties were able, through the collective bargaining process, to whittle down the area of disagreement to four. These are:

1. Salary
2. Fringe benefits
3. Extra pay for extra duties
4. Agency shop

Quite obviously, three of these four issues deal with school finances. Therefore, a discussion of the Bendle School District is in order.

The Bendle School District is an island in and of itself. It is only four square miles. There is no room for expansion. Its fourth Friday count each year is going down. The homes in the District are modest. There is no industry to support school taxes. The state equalize value behind each student is seven thousand seven hundred thirty-three dollars and seventy-five cents (\$7,733.75), the fourth lowest in Genesee County.

Yet, despite all of the above facts, the people of the district have always supported millage at the polls. Only recently they voted five (5) more additional mills. But, quite obviously, in view of the above restoration of facts, the resources of the district are very limited. This means that the Board must budget conservatively with, a view toward the district's needs in future years.

It is true that the district does have a substantial funded equity, but this equity is not money that is available. It is true that the Board does have cash in the bank. Despite this, the Board has technically been operating at a deficit. In other words, in the last three (3) years the Board has spent seventy five thousand (\$75,000) dollars more than it has received. The funded equity and the cash in the bank have been reduced from previous years' levels. With the limited financial resources of this district, it is very possible that if this technical deficit is not eliminated the district could be facing a serious financial crises in the very near future, which as a by-product, as has been experienced in other districts, could result in the laying off of teachers.

The above discussion is designed to emphasize the need for the district to live within its current income for to again engage in borrowing from the cash in the bank would court future financial disaster and leave no funds available for unforeseen contingencies that every school Board must face, such as, building repairs, conditions caused by unusual storms and other similar cost items.

The above discussion automatically raises the question, "What is the current income picture of the district?" As a result of the passage of the five (5) mills and an increase in the state aid formula favoring the Bendle School District(though in fact the district has less students than last year upon which state aid is being paid) the district will

receive approximately one hundred seventy-six thousand (\$176,000) dollars more funds than received in 1968-1969. The experience of this Fact Finder would indicate that in many districts usually contracts are settled for 50% or less of the new available money because the new money is not only needed for teachers' salaries but also because of increase administration costs, maintenance costs, and increases in the wages of other non-teaching employees.

After evaluating the entire situation and after very carefully listening to the presentation of both sides the Fact Finder is convinced that under all the circumstances it would be proper via salary schedule fringe benefits and extra duty pay to add approximately 68% of this additional money be made available for teacher compensation. The recommendations contained hereinafter will do this and are extremely generous to the teachers. On the other hand, the Fact Finder does indicate to the Board that the necessities of the situation and the competitiveness of the situation does require such generosity.

In regard to salary schedule it is noted that in the 1968-1969 school year eight hundred twenty-three thousand (\$823,000) dollars was spent for teachers. Under the schedule that the Fact Finder is recommending, which is attached hereto as Exhibit I, the amount of money to be spent for teacher salaries in the 1969-70 school year will be nine hundred forty one thousand five hundred seventy-nine (\$941,579) dollars or an increase of approximately one hundred eighteen thousand (\$118,000) dollars. This schedule is an excellent improvement over last years schedule. Teachers at the MA maximum have the opportunity of earning eleven thousand eight hundred nine (\$11,809.00) dollars. The percentage increase over last year is excellent. The schedule is uniform throughout.

It provides for four percent (4%) increments in the first six (6) steps on each schedule and an increment of four and one-half percent (4 1/2%) on the last five (5) steps in each schedule. It provides for a difference of four percent (4%) from schedule to schedule. Thus, this is an improvement in all respects over last years schedule. It favors to some extent the teachers who have been in the system for some time. It encourages teachers to attempt to earn credit beyond the Bachelors Degree. It is competitive with other districts in Genesee County. Remember, Bendle is a relatively poor district and yet this schedule clearly is an improvement over last year both monetarily and conceptually in view of the increased increments in the last steps. It compares favorable with schedules adopted in such communities as Linden. It is overall a more favorable schedule than had tentatively been agreed in the Bentley Community Schools and was agreed in Atherton Community Schools. It is the best that the Board in Bendle can possibly offer and it is competitive and it is an improvement.

From a fringe stand point it became clear to the Fact Finder that under the contract just expired the teachers in Bendle had excellent benefits including family paid medical and hospitalization insurance. There was one area where there was some weakness, namely, the area of life insurance. The Fact Finder is recommending that the Board provide each teacher with a six thousand (\$6,000) dollar term life insurance policy. This will cost the Board additional monies but we believe that this is an excellent fringe benefit and is the beginning of a fair life insurance program for the teachers. We suggest that going from zero to six thousand (\$6,000) dollars life insurance in one year, is a substantial benefit for the teachers.

Thus, to be perfectly clear, the teachers would continue to get the same benefits that they received last year plus the additional six thousand (\$6,000) dollar life insurance.

The final economic issue is the question of extra pay for extra duties. The parties in bargaining were never too far apart on this subject. After reviewing the entire matter the Fact Finder believes that in fairness to all the parties the recommended extra pay schedule for extra duties set forth in Exhibit II attached hereto is fair. There may be some dissatisfaction, but remember, there is always an opportunity to bargain next year for additional benefits, if they are called for.

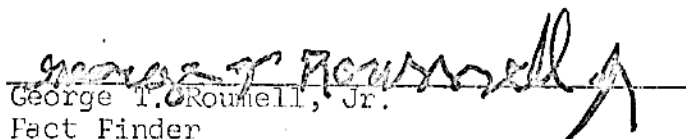
The one non-economic item of disagreement between the parties is the agency shop. Up to now, there has been no agency shop clause of any type in the Professional Negotiations Agreement between the Bendle Board of Education and the Bendle Education Association. The Association has put forth many arguments in support of an agency shop clause. The parties all know that the legality of an agency shop clause in view of the Tenure Act is far from being resolved in the State of Michigan. Though some Circuit Courts have ruled on the subjects, the opinions of the Circuit Courts are not necessarily the law of the State of Michigan until the matter has been decided by the Supreme Court of Michigan, which is the court of last resort in the State of Michigan. Until this is done, the matter of the legality of an agency shop clause may still be up in the air. In view of the uncertainty of the legality of an agency shop, this Fact Finder has from time to time recommended modified agency shop clause. After reviewing the situation at Bendle and recognizing the legal problems involved in the agency shop clause, this Fact Finder is recommending that the agency shop clause spelled out in Exhibit III attached hereto be part of the 1969-70 Professional Negotiations Agreement between the Bendle Board of Education and the Bendle Education Association. The Fact Finder believes it is fair to both parties and established a beginning of agency shop for the Association.

In summary, the teachers should recognize that they have received about sixty-eight (68%) percent of the new available funds. Their salary

schedule has been improved both financially and conceptually. Recognition had been given those who have taught in the system for some time by the establishment of a four and one-half (4 1/2%) percent increment in the last five (5) steps of each schedule. The beginning salaries are indeed competitive. A life insurance program has now been established and there have been extra pay for extra duty improvements. The teachers have also received a modified agency article. The teachers cannot expect any more from Fact Finding or from the Board. This is the best that the Board can do. This is the best that Fact Finding will bring.

From the Board's stand point it may appear that the Board is being asked to do more than other Boards by giving sixty-eight (68%) percent of new money to the teachers. But it is essential that the teachers at Bendle be paid as well as the finances of the district will permit. It is an excellent district. The morale is excellent. The Board by showing its willingness to share such an amount of the new additional fund with the teachers are again as they have in the past, expressing their confidence in the teaching staff.

Neither party may be completely satisfied by the report. But this is not the function of a Fact Finding Report. The function of a Fact Finding Report is to attempt to arrive at a settlement which the parties can "reluctantly" accept. It is suggested that the parties should accept the Report so that they can continue developing a fine educational program at Bendle, and continue to inspire the confidence that the public has in them. This public has only recently shown their confidence by again voting increased millage for the operation of the district. The acceptance of the recommendations contained herein is the least both parties can do to justify this recently displayed tax payers' confidence in them.

  
George T. Roumell, Jr.  
Fact Finder

Dated: October 27, 1969

## EXHIBIT I

Salary Schedule

Years Exp.	Non- Degree	Bach- elors	Bach- elors + 15	Mas- ters	Mas- ters + 15
0	5,760	7,200	7,488	7,788	8,100
1	6,010	7,488	7,788	8,100	8,424
2		7,788	8,100	8,424	8,761
3		8,100	8,424	8,761	9,111
4		8,424	8,761	9,111	9,475
5		8,761	9,111	9,475	9,854
6		9,155	9,521	9,901	10,297
7		9,567	9,949	10,347	10,760
8		9,998	10,397	10,813	11,244
9		10,448	10,865	11,300	11,750
10		10,918	11,354	11,809	12,279



EXHIBIT II

Extracurricular Pay

<u>Activity</u>	<u>Salary</u>
Senior Class #1	\$ 150.00
Senior Class #2	150.00
Junior Class #1	150.00
Sophomore Class #1	150.00
Freshman Class #1	150.00
Dramatics Coach (2 plays)	325.00
Vocal Music Director - Secondary	400.00
Band Director - Secondary	1,400.00
Yearbook - (Reflector)	350.00
Debate & Forensics	275.00
Newspaper - (Spotlight)	200.00
Yearbook - (Reflector) - Jr. High	150.00
Senior High - Student Council	250.00
Jr. High - Student Council	275.00

EXHIBIT III

ARTICLE \_\_\_\_\_ Agency Shop

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During the term of this agreement any teacher who is or becomes a member of the Bendle Education Association shall during the term of the agreement maintain membership or pay the equivalent amount of dues.

All first year (Step 0) teachers shall likewise be obligated to either be members and pay dues or if not member pay the equivalent. Any teacher failing to meet such obligation shall not be offered employment after the conclusion of the year in which such failure to meet this obligation shall occur. Provided that such period shall be extended during anytime that such teacher shall be in the process of appeal of such termination.

The Association shall be required to fully indemnify the Board for every expense, cost or liability of any nature whatsoever, and whether direct or indirect which the Board shall incur or be subject to as a result of the enforcement of the above provisions.