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FF

Fred Nelson  
9-8-82

STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT FINDING BETWEEN:

THE BRIMLEY PUBLIC SCHOOLS BOARD OF EDUCATION

AND

THE BRIMLEY EDUCATION ASSOCIATION (M.E.A.)

MERC CASE G82D1005

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BACKGROUND INFORMATION

Pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended an application for fact finding was filed. The Employment Relations Commission accordingly appointed the undersigned as its Hearing Agent to conduct a fact-finding hearing pursuant to the directives of the above named act and the Commission's regulations.

Following receipt of the notice of appointment, a hearing on the matter was duly held near the Village of Brimley.

Present at the open meeting were:

For the M.E.A.O.

Milt Sutton, President, Brimley Education Association

Bruce Harger, Negotiator, M.E.A.O.

Sandra Walker, District Administrator M.E.A.O.

For the Brimley Board of Education

Gordon Newland, Superintendent, Brimley Public Schools

Harry W. Bishop, Negotiator, Brimley Public Schools

*Brimley Public Schools*

STATEMENT OF FINDINGS OF FACT AND CONCLUSION OF ALL MATERIAL  
ISSUES PRESENTED AT THE HEARING

The parties are in agreement as to the issues in dispute before the Fact Finder and so stipulated. The issues are:

1. (Article V) Preparation Time

Utilization of some of the scheduled work period from 8:00 a.m. to 8:27 a.m. Degree of flexibility concerning the method of accounting for teacher-pupil contact hours (relief time).

2. (Article XIV) Insurance

The automatic increase in non-controlable insurance costs, teacher participation in the premium payment, and date of expiration of insurance for teachers who resign or are laid off.

3. (Article XV) Professional Grievance Procedure  
(Binding Arbitration)

Binding arbitration as the terminal step of the Grievance Procedure.

4. (Article XXI) Duration of the Agreement

Contract Expiration date to be June 30 or August 31 and in 1983 (2 year contract) or 1984 (three year contract).

5. (Schedule A) Salary

The amount of salary increase for years 1982-83 and 1983-84 if a three year contract.

6. (Schedule B)

The amount of salary increases for extra-curricular activities.

7. (School Year Calendar)

The starting, ending dates and vacation periods during the school year.

ON THE MATTER OF PREPARATION TIME, THE POSITION OF THE M.E.A. IS:

The time period from 8:00 a.m. to 8:27 a.m. is equitable. Teachers report at 8:00 a.m. and utilize the first 15 minutes for conferences with working parents, teacher-administration meetings, phone calls to/from parents, etc. From 8:15 a.m. to 8:27 a.m. the (some) students are in the room under the supervision of the classroom teacher. The period 8:00 a.m. to 8:27 a.m. cannot be used as and should not be charged as preparation time.

THE BOARD'S POSITION ON THE MATTER OF PREPARATION TIME IS:

Some of the time period from 8:00 a.m. to 8:27 a.m. may, and is in fact, now used as preparation time (although it is not charged as such). The Board proposal is to reduce the rigidity of scheduling teacher time. For example, if a teacher's preparation time schedule for a given week was five (5) forty (40) minute periods, a total of two hundred (200) minutes, it is more realistic to charge ten (10) minutes of the one hundred fifteen (115) minutes per week between 8:00 a.m. and 8:27 a.m. rather than revise or initiate a new schedule to achieve the agreed upon two hundred ten (210) minutes of preparation time per week. The teacher is physically in the room, some of the time is unscheduled and is therefore of minor impact; it creates no additional demand on teacher time and eases administration problems.

ON THE MATTER OF INSURANCE THE POSITION OF THE M.E.A. IS:

For the 1981-82 school year the Board shall pay the MESSA Super Med II rate of \$1,926.60 per year toward insurance coverage. In the future years the Board shall pay the then current rate (the 1982-83 rate is \$2,238.00 and the 1983-84 rate is undetermined as of now) for this equivalent MESSA Super Med II insurance cost.

A second factor is to assure that in the case(s) where teacher(s) leave the system the insurance coverage continues through August to provide continuity with the normal school year coverage.

THE BOARD'S POSITION ON THE MATTER OF INSURANCE IS:

The increasing cost of insurance is beyond Board control. The MESSA Super Med II is a Cadillac program controlled by M.E.A. It is desirable for overall medical cost control to have the individual teachers participate in medical payments.

The Board paid the full cost of insurance for 1981-82 and will pay 1982-83. The Board has a goal of teacher participation in premium payment and the 1983-84 unknown cost is a negotiable issue.

The matter of July-August insurance coverage is no problem. The Board has in the past and will in the future provide coverage through August.

ON THE MATTER OF PROFESSIONAL GRIEVANCE PROCEDURE (BINDING ARBITRATION)  
THE POSITION OF M.E.A. IS:

The professional grievance procedure shall be amended to provide that if the Association is not satisfied with the Board's disposition of the grievance at level Four the grievance may be submitted to an arbitrator selected from a list provided by the American Arbitration Association. While the arbitrator shall have no power to alter, add to or subtract from the agreement, his decision on the grievance shall be binding on the parties. Eight of ten District 16-A schools have Binding Arbitration.

THE BOARD'S POSITION ON THE MATTER OF PROFESSIONAL GRIEVANCE PROCEDURE IS:

The existing Agreement provides a step for State mediation. The existing procedure has never been utilized to its full capacity, the state provides due process through the Tenure Act making the Binding Arbitration clause unnecessary.

ON THE MATTER OF THE MONTH OF THE DURATION OF THE AGREEMENT THE POSITION OF THE M.E.A. IS:

The Agreement shall be effective as of July 1, 1981, and shall continue in effect until the 31st day of August 1983. This later date-- August rather than June 30--contributes to bargaining logic.

THE BOARD'S POSITION ON THE MATTER OF THE MONTH OF THE DURATION OF THE AGREEMENT IS:

Since the first Brimley Contract was negotiated the Brimley contract expiration date has always been June 30. June 30 is the expiration date for two-thirds of the Eastern-Central Upper Peninsula schools. In conjunction with the Board's Fiscal year, budget adoption time, the Uniform Budgeting Act, the June 30 date is more appropriate.

ON THE MATTER OF SALARY THE POSITION OF THE M.E.A. IS:

The Association's request is the application of the 1981-82 agreed upon increase in the increment (\$13,000.00 divided as the union sees fit) raising the wage grades and to offset higher insurance costs plus adding one incremental step. The Association requests that an increment increase plus a six percent (6%) salary increase be granted for the 1982-83 year. The addition of the two factors results in an increase of approximately ten percent (10%). An additional grade level will be added to provide this incremental increase for those now at the highest salary step.

The Association submitted exhibits relating the Brimley salary schedule to the average of (1) Michigan teacher salaries (2) area teacher salaries (3) proposed increases under the '81-'82 and '82-'83 proposals (4) salaries relating to inflation (5) labor statistics for related areas, and (6) millage rate increases and auxiliary financial assistance potential.

THE BOARD'S POSITION ON THE MATTER OF SALARY IS:

The salary increase of Contract year one (1981-1982) has allowed (TA) an increase through increment. (\$13,000.00 divided as the Association sees fit between increased insurance costs and salary increases.)

Year Two (1982-83). No increases -- a complete freeze -- no increment -- no pay scale changes.

Year Three (1983-84). Incremental increases plus six percent (6%), an average overall increase of about ten (10) percent.

ON THE MATTER OF EXTRA CURRICULAR SALARY SCHEDULE THE POSITION OF THE M.E.A. IS:

The existing contract continue as in the past. To require the Senior Class Advisor to go on the Senior Trip is a hardship since the advisor must give up the spring vacation period if/when he/she accompanies the class.

THE BOARD'S POSITION ON THE MATTER OF EXTRA CURRICULAR SALARY SCHEDULE IS:

The Board wishes to add a clause requiring the Senior Class Advisor must go on the class trip as a part of the assignment. Payment is made for extra curricular activities and this is a requirement of the position.

ON THE MATTER OF THE SCHOOL YEAR CALENDAR THE POSITION OF THE M.E.A. IS:

The Association wishes to start the school year earlier, preferably in August, compress the vacation periods and close the school year earlier in June. The Association indicated that the earlier date was better for sports activities, the pupils were more receptive and willing to learn in late August and September than in June.

THE BOARD'S POSITION ON THE MATTER OF THE SCHOOL YEAR CALENDAR IS:

The end goal is to negotiate what is best for the children. We would like empirical evidence rather than opinion. In summary, we need 180 instructional days and we will discuss how they are assigned.

The major problem seems to be the in-service day and Sunday graduation. There is also concern that students may have to quit summer jobs in August which is undesirable.

RELATIVE TO THE ISSUES IN DISPUTE THE PARTIES PRESENTED THE FOLLOWING:

The Board's conclusion with regard to the matters in dispute is that the common denominator is the cost of operation and the ability of the district to provide funds. In general, the Board's position is that the benefits and salary schedule are fair and are comparable to other school districts in the same geographical area. The M.E.A. rejects this conclusion and submitted data to justify both increases in salary and recommendations that the Board cultivate the tax base more intensively.

CONCLUSIONS AND RECOMMENDATIONS

The parties came well prepared and presented their respective positions in a very constructive fashion; each supported its arguments with documentary evidence which has been helpful in reaching the conclusions and recommendations.

The dispute is now fifteen (15) months old. It has progressed through the mediation process without agreement. Accordingly, the Fact Finder has studied the evidence carefully and examined the relative positions in detail. Based on the evidence presented, the data available has been concentrated and the following recommendations are submitted for the parties' consideration:

1. PREPARATION TIME

It is recommended that up to and not to exceed fifteen (15) minutes per week of the seventy-five (75) minutes between 8:00 a.m. and 8:15 a.m. may be charged as preparation time. This is not an

economic factor for the teacher but can reduce administration costs. If the use of this time is abused, the items can be reopened when the next contract negotiations open.

## 2. INSURANCE

Inasmuch as Health Insurance coverage and payments thereof have been agreed upon during the fact finding meeting, a recommendation from the Fact Finder is not necessary pursuant to the 1982-83 year.

## 3. BINDING ARBITRATION

The determination of the Professional Grievance Procedure, (Binding Arbitration) is, in the opinion of the Fact Finder, a decision of paramount importance. The Board is unalterably opposed in principle to the need for the process. The M.E.A. is strongly determined to achieve this goal. The original negotiations were predicated on three major issues: (1) A two or a three year contract, (2) Binding Arbitration, and (3) the salary increase, especially in year two (1982-83) [and/or year three (1983-83)]. As the parties have moved closer to agreement, there has been no change in the issue of Binding Arbitration. The Fact Finder therefore recommends no decision be made on this issue. The recommended contract covers two years. Since there has been no real need for binding arbitration to this date, the subject can remain unresolved and become an issue in the next contract negotiations.

## 4. DURATION OF THE AGREEMENT

A. During mediation and the fact finding meeting, it seems apparent that the determination of the contract duration 1983 or 1984 is contingent upon three items: (1) Grievance procedure action. (2) amount of salary increase, and to a lesser degree (3) some change in the fringe benefit program. The grievance procedure is easily postponed, the fringes are largely settled, leaving salary benefit changes as the key item.



B. The second part of the Duration of the Agreement subject is whether or not the contract expires on June 30 or August 31 in any given year. It is the Association's contention that a later date (August 31) contributes to bargaining logic, a clearly understandable position. The Board, on the other hand, points out the June 30 date is consistent with its fiscal years, its budget adoption time and the Uniform Budgeting Act. They note that two-thirds of the schools in their geographical area use the June 30-July 1 date and that it creates no hardship on the union.

It is the recommendation of the Fact Finder that (1) the contract cover two years, expiring June 30, 1983. This date permits both parties to re-evaluate their positions, the parties themselves determine the 1983-84 benefits and contract expiration date through the negotiation process.

#### 5. SALARY BENEFITS

The Board's proposal is that there be no increase in the years 1982-83 and an increase in both increment and six percent (6%) for the years 1983-84. (Approximately ten percent (10%) 1982-83). The M.E.A.'s increase request is essentially the increase in increment and six percent (6%) in years 1982-83 as well as 1983-84. The difference between the two positions is approximately ten percent (10%) 1982-83 plus 1983-84 an additional year.

The Association made several salient points:

1. The B.E.A. teachers are essentially well below state average.
2. Increases in most other districts have been substantially greater.
3. The increases requested by the Association are somewhat average for the area and the Board's proposal is much lower.
4. The salary increases in constant dollars have been less than inflation.
5. In general, the school district has not increased the income

from its tax base (SEV) as other upper peninsula school districts have done, and

6. While it is true the area has a high unemployment rate, it has traditionally been high and there is almost no change in the unemployment rate since 1977.

The Board noted that:

1. In fourteen (14) comparable school districts the Brimley schools were comparable in most wage scale areas in 1980-81, 1981-82.
2. In a comparison of SEV and operating millage rates, they were average and levied the total millage authorized by THE DISTRICT.

Based upon a careful analysis of the exhibits submitted by both parties relative to other school districts, the comparisons are in general agreement, are valid and should be considered. It is recognized that interpretations vary to some extent and that inter-district comparisons are a general rather than a specific yardstick.

Considering the changes in salary requested, it seems justified to adjust the salaries upward by five percent (5%) to maintain some general equity with other districts cited. It is not recommended that incremental (wage grade change) increases be granted. Implicit in this recommendation is that the parties are now fifteen (15) months into a two year contract and future incremental changes can and should be a bargaining issue rather than a Fact Finder's recommendation.

#### 6. EXTRA CURRICULAR SALARY SCHEDULE

The basic issue was the loss of spring vacation for the Senior Class Advisor if he/she was required to accompany the class on its annual trip. Inasmuch as the parties agreed (during the fact finding session)

that the trip would be held on other than the week of spring vacation, a recommendation from the Fact Finder is not necessary.

7. SCHOOL YEAR CALENDAR

During the fact finding session the parties modified the school year calendar as follows:

September 7 - School starts  
October 14 - Teacher In-service training  
November 15 - Vacation Day  
November 24 - 12:00 Noon - Excused until Tuesday morning, Nov. 30  
December 23 - January 3 -- Christmas Vacation  
March 30 - April 5 -- Spring Vacation  
May 30 - Vacation Day  
June 30 - Last day of school

180 student days. 181 teacher days.

Insofar as this issue is now in agreement, no recommendation from the Fact Finder is necessary.

IN SUMMARY THE RECOMMENDATIONS ARE

1. Preparation Time. For administrative purposes up to fifteen minutes per week of the Monday to Friday 8:00 to 8:15 period may be charged to preparation time.
- 2.\* Insurance: The cost of MESSA Super Med II will be paid for by the Board.
3. Binding Arbitration: The present contract to continue until June 30, 1983 with no change in this clause.
4. Duration of the Agreement, as above, the contract expires June 30, 1983.
5. A salary increase of five percent (5%) added to the existing wage grade, with no change(s) in increment (wage grade).

- 6.\* Extra curricular salary schedule is resolved by having the senior trip scheduled on other than the week of spring vacation.
- 7.\* The new calendar schedule is agreed upon.

The above recommendations are made as a service to the parties. It is hoped that they will provide a basis of agreement for a new contract that will prove beneficial to both parties.

Respectfully submitted,



Fred E. Nelson  
Fact Finder and Agent  
P.O. Box 573  
Petoskey, MI 49770

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\*Agreed to by the parties prior to or during the fact finding session.

September 8, 1982

Mr. Harry Bishop  
Association Executive Director  
Michigan Association of School Boards  
421 West Kalamazoo Street  
Lansing, Michigan 48993

Mr. Bruce Harger  
Chief Negotiator  
Michigan Education Association  
P. O. Box 156  
Brimley, Michigan 49715

RE: Brimley Public Schools and Brimley Education Association  
MERC Fact Finding Case No. G82D1005

Gentlemen:

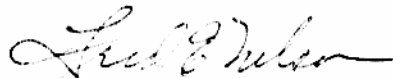
Enclosed is the opinion in the matter regarding the above named case.

While substantial and obvious differences and goals exist between the parties, I wish to commend both for the orderly and courteous presentations that were made.

I am sure the parties understand, as I do, that fourteen months of disagreement is not easily dissipated in a one day meeting. I hope, however, the recommendations will be helpful in resolving the problems that exist between you.

Best wishes.

Sincerely yours,



FRED E. NELSON  
Fact Finder and Agent

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