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FF MS4 8/18/94

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION

IN RE BUCKLEY COMMUNITY SCHOOLS

FACT FINDING

MERC Case No. G93 K-3001

*and*  
G-93 K-3004

For the Employer:

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
JUL 19 1994  
JUL 19 1994

*Buckley Community Schools*

INTRODUCTION

Pursuant to Public Act 176 1939, the Michigan Employment Relations Commission appointed Donald L. Reisig as the Fact Finder in the matter between the Buckley Community Schools and the Michigan Education Association on April 25, 1994. By agreement of the parties, the first fact finding session was held on June 22, 1994 at the Buckley Community Schools, Buckley, Michigan. Thereafter, at the request of the parties, and in an effort to reach amicable resolution of the dispute, additional sessions were held on July 14, 1994 and August 2, 1994.



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Two separate and distinct contracts are at issue in this matter. The Buckley Education Association (BEA), through the Michigan Education Association (MEA) represents the 26 members of the Buckley Community Schools teaching faculty. The MEA also represents the 14 members of the Buckley Educational Support Personnel Association (BESPA), made up of the 14-member staff of the Buckley Schools support personnel, consisting of bus drivers, cafeteria workers, etc. Previous existing contracts between the BEA and BESPA expired on August 31, 1993. Thus, the provisions of both contracts, as well as the term thereof, are issues to be resolved by the parties, as well as issues which will be the subject of the recommendations of the Fact Finder.

The full-day "formal" fact finding session held at the Buckley Community Schools on Wednesday, June 22, 1994, was well attended by teachers, and school and BESPA representatives. Unfortunately, no publicity had been given to the hearing, and no community representatives were present. A list of those attending that session is attached hereto and incorporated herein.

### BARGAINING HISTORY

As indicated, the contracts between the Buckley Community Schools and the BEA and the BESPA expired on August 31, 1993. Apparently, no meaningful or effective bargaining for a new contract took place prior to the expiration of these contracts. However, two mediation sessions of three hours each took place on December 13, 1993 and March 7, 1994, prior to the filing of the petition for fact finding. These bargaining sessions only pertained to contract provisions for the then current school year of 1993-94. An additional brief session was held



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thereafter (time uncertain) during which the BEA and BESPAs made economic proposals to also include the 1994-95 school year.

The injection of factual evidence in support of bargaining proposals by the BEA and the BESPAs for the 1994-95 school year before the Fact Finder, was met with objections by the Buckley Community Schools. The Buckley Community Schools maintain that since prior to the petition for fact finding no bargaining had taken place between the parties for the 1994-95 school year, and the petition for fact finding did not include any reference to the "duration" of the contract, the scope of this fact finding is limited to the "facts" pertaining to the school year 1993-94. On June 16, 1994, the Buckley Community Schools voiced its objection to the Fact Finder and the Michigan Employment Relations Commission (MERC). On July 12, 1994, Shlomo Sperka, Director, Michigan Employment Relations Commission, advised the parties that once the appointment of a Fact Finder has been made, procedural rulings are within the scope and authority of the Fact Finder.

It was clear that the initial intent of the parties was to bargain and seek resolution for only the contract/school year 1993-94 (September 1, 1993 through August 30, 1994). Numerous reasons existed for this determination, most of which will be discussed hereafter. Rationale included, however, the fact that there had been three recent millage defeats (1992), busing had been curtailed and the financial condition of the Buckley Schools was unclear to both parties. In addition, the apparent legislative ending of property tax funding for all Michigan schools provided uncertainty for the parties as to what the financial situation would be by the Fall of 1994.



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However, since the public adoption by referendum of a new/revised system of support for secondary education, circumstances have changed. Projections for per pupil expenditures (although perhaps somewhat questionable and confusing) have been provided by the State of Michigan for the school year 1994-95. Thus, many of the uncertainties and doubts that existed earlier have been resolved. In turn, this fact finding process itself, has been conducted on the "eve" of the beginning of a new school year. The information, which has been provided by both parties, is applicable for the most part to both the 1993-94 and the 1994-95 contract/school years. Traditionally, also, the parties have entered into multi-year contracts and have not limited themselves to annual bargaining. Since the inception of fact finding, the parties have, in fact, engaged in bargaining for 1994-95, and are at apparent impasse. Clearly, it would be a better and more efficient use of the parties' resources to include both years in the fact finding recommendation.

For all of these reasons, the Fact Finder determines that this fact finding report and recommendation should appropriately cover both the current school/contract year (1993-94) and the soon to commence school/contract year 1994-95.

### ISSUES AND POSITIONS OF THE PARTIES

The parties self-limited the number of issues presented at fact finding, having either resolved or withdrawn any other "open" issues.

The BEA raised and presented evidence upon the following issues:

1. Wages for 1993-94 and 1994-95.
2. Insurance. (It was agreed that modification of insurance for the current school/contract year was impractical. Thus, insurance



benefits were discussed only in the context of the 1994-95 school year.)

3. Extra-curricular compensation (Schedule B).
4. Retirement incentives.
5. Duration of the contract. [This issue has been previously discussed under Bargaining History, *supra*, and will not receive further discussion. It is assumed that the parties will hereafter enter into either a two-year contract, or a series of one-year contracts covering the two years in dispute.]

The BESPA raised and presented evidence upon the following issues:

1. Wages (both years).
2. Insurance (1994-95 contract year only--see above).
3. Sub-contracting.
4. Association dues (service fee).
5. Vacancies.
6. Seniority.
7. Duration (see number 5).

### **BEA Proposals**

In the evidence produced before the Fact Finder, the BEA sought a 4.3 percent salary increase for 1993-94 and a wage increase ranging from 2.5 to 3.5 for 1994-95, depending upon the cost of living for the period June 1993 through June 1994. (Note: The same basic wage increases for the two years has also been sought by the BESPA.)



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1. Wages

For the contract/school year 1993-94, the Buckley Community Schools has offered a 2.3 percent increase only to those teachers who would not have the benefit of the contractually mandated step and longevity provisions under Appendix A of the expired contract. The Buckley Community Schools takes the position that since all the other teachers would receive the "step" increases provided within Appendix A, averaging 2.3 percent per year, all teachers would be treated equitably. The Buckley Community Schools, in turn, at the time of fact finding, made no wage proposal to the BEA or the BESPAs for 1994-95. However, during the course of negotiations "mediated" by the Fact Finder on July 14 and August 2, 1994, the Buckley Community Schools offered a one percent increase for all steps on the 1993-94 teacher salary schedule for 1994-95 (and made a similar one percent across the board increase to the BESPAs).

2. Insurance

The BEA sought the adoption by the Buckley Community Schools of the so-called MESSA/PAK, an improved insurance program which apparently offers a broader range of benefits (including previously non-existent vision care) to the employees for a modicum of increased additional cost. The Buckley Community Schools have agreed that the MESSA/PAK would be a more advantageous insurance program, but have coupled any agreement thereto with an agreement by the teachers and other employees to an assumption of insurance costs that exceed COLA. THIS ISSUE IS COMPLICATED BY THE FACT THAT BECAUSE OF INSURANCE REGULATION ISSUES, MESSA/PAK HAS NOT BEEN ABLE TO PROVIDE DEFINITIVE COSTS WITH REFERENCE TO THE MESSA INSURANCE PROGRAM FOR THE YEAR 1994-95.



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### 3. Extra-Curricular Compensation

The BEA seeks additional compensation for instructional duties associated with extra-curricular activities (See Schedule B) of the expired contract. Other than funding new positions at their current level, the Buckley Community Schools have declined to modify the existing schedule.

### 4. Retirement Incentive

In order to encourage retirement, the Buckley Community Schools have urged the adoption of a new article that would permit teachers with fifteen years or more of service to receive an additional one-half year of salary paid out in quarterly installments over a four-year period commencing in October of 1995. The Buckley Community Schools have not made a counterproposal on this issue, but have merely indicated that they are not interested in adopting a "retirement incentive."

### 5. Duration

This issue has been adequately discussed above. The BEA, as well as the BESPAs, seek a contract or contracts for both the 1993-94 and the 1994-95 school/contract year. Fact finding will cover both years.

## BESPA Proposal

### 1. Wages

The BESPAs seek a 4.3 percent increase for 1993-94 and a 2.5-3.5 increase for 1994-95. Buckley Community Schools offers a 2.3 percent increase over the 1992-93 hourly rate for the 1993-94 year, and at fact finding, made no offer for the 1994-95 year. However, as indicated



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above, during the course of negotiations, the Buckley Community Schools offered a one percent across-the-board increase to the BESPAs employees.

2. Insurance/Medical Benefits

The same proposals and positions were taken by the parties with reference to the improved insurance program for the BESPAs employees. The BESPAs sought, in addition, the extension of the insurance program to cover uncovered "part-time" employees, which the Buckley Community Schools has to this point resisted. The BESPAs seeks a proportionate payment of coverage for those working at least four hours per day during the school year.

3. Sub-contracting

The BESPAs seeks a continuation of the present language of the contract which allows the employer to sub-contract, provided that the Board meets with the Association for the purposes of having "meaningful" dialogue, that the skills and equipment are unavailable in the bargaining unit, that the schedule for such work cannot be met with the skills and equipment available within the bargaining unit, and that the Board can obtain such services from a sub-contractor at a savings. The Board's position is that sub-contracting is their prerogative provided they give the Association notice and that the work cannot be performed with the current work force. It is to be noted that neither party pursued this issue during the course of negotiations during fact finding.

4. Association Dues (Service Fee)

The BESPAs seeks inclusion of contract language that would require all covered employees to pay dues and/or a service fee to the Union. The Buckley Community Schools





desires to maintain the present language which provides for a single exemption of a person heretofore excluded from dues payment.

5. Vacancies

The BESPAs seek language requiring the employer to consider the qualifications and length of service of any current employee applying to fill a vacancy. The Board of Education initially sought language limiting an employee's right to "demand" employment in another classification. The parties have agreed to the insertion of the following language at the end of section 17.4 of the previous contract:

An employee appearing on the seniority list in one classification shall not have the right to demand employment in another classification if a position is posted.

6. Seniority

The Buckley Community Schools would like to modify existing language of Article XVIII which would have the net impact of "downgrading" the classification of a cook to a kitchen crew position (lesser pay). Although it was agreed that such a modification would not affect any existing employee, the BESPAs took the position that the second cook position was necessary in order to ensure that a well-trained and qualified person was present and able to assist the lead cook at all times.

7. Duration

Both parties presented the same contentions and arguments in this regard as previously addressed by the Fact Finder.



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## FINDINGS OF FACT AND RECOMMENDATIONS

### Background

The Buckley Community Schools is a small school district located in the northwest Lower Peninsula of Michigan, south of Traverse City and west of Cadillac. The Buckley Community Schools had a 1993-94 school enrollment of 380 students, however, its size has not limited its success. For the past year, 85 percent of its 10th graders scored in the moderate or above category on the MEAP test and 100 percent of its graduating seniors received the State endorsed diploma. Limitations of size, however, prevent the Buckley Schools from offering the curriculum variety often found in larger school districts, but it does offer programs in music and art and has excellent athletic programs. Those students who have a desire for vocational programs are permitted to attend the Traverse Bay Area Intermediate School District Vocational Center, where they are offered a variety of educational selections. Most of the K-12 students live in rural areas and require busing each day to school.

In June, August and September, 1992, three millage elections were held in the Buckley School District in an attempt to raise from 3 to 3.5 additional mills for operation, which were defeated. As a result of the last millage defeat on September 29, 1992, busing was terminated and all sports programs were put on a "pay-to-play" basis. Fortunately, on September 18, 1993, voters approved a 3 percent millage increase for operations, and a Headlee override passed permitting transportation and sports programs to be restored.

The history of the bargaining between the Buckley Community Schools and the BEA and BESA is instructive. Both bargaining units entered into three-year contracts covering the period September 1, 1990 to August 31, 1993. It is the position of the Buckley Community Schools



that it is the cost of those contracts, as well as the addition of new teaching personnel, which created some of the economic problems that have confronted the Buckley Community Schools. The Buckley Community Schools emphasize that a 6.5 percent increases in teachers' salary for 1990-91 and 1991-92, and a 6.25 increase (See BCS Exhibit 7) in 1992-93 generally exceeded those granted in other comparable nearby districts. Wage increases given to custodians, food service workers, mechanics, bus drivers and secretaries over the same three-year period ranged from 21.3 percent to 29.46 percent (See BCS Exhibit 8). (Note: The BEA and BESPAs respond that such increases over the lives of the expired contracts merely helped to reach or maintain parity with comparable school districts.)

The Buckley Community Schools also maintain that through the 1992-93 calendar year, teachers salary at Buckley exceeded the average wages in the 75 school districts in Michigan with enrollments of under 600 students (See BCS Exhibit 9).

Primarily, however, the Buckley Community Schools relies upon "ability to pay" in support of its wage bargaining position. The School District maintains that the official certification of FY 1993-94 revenue dated June 20, 1994, issued by the State Treasurer, is inaccurate and does not report the actual revenue available to the School District for expenditure during the 1993-94 school year. Based upon its May 31, 1994 projection, the School District maintains that it anticipates a fund balance of only approximately \$97,000.00 at the end of the fiscal year (June 30, 1994). (Note: Although the Fact Finder offered to receive any additional evidence that might be submitted by the parties with reference to actual revenues and expenditures during 1993-94, nothing has been forthcoming.) The major discrepancy between the Buckley Community Schools Statement of Budgeted and Actual Revenues, and the official



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certification of the 1993-94 revenue from the State, consists of the application of the State aid formula to the area of total state school aid. Buckley Community Schools reports an actual receipt of \$647,000-plus through May 31, 1994. The State reports that the total State school aid should equal \$768,438.00. (It would appear that all other budgeted revenue and expenditure items remain consistent with actual expenditures.) Thus, a favorable resolution of the issue of whether or not there are additional receipts due to the Buckley Schools from the State could provide the Buckley Schools with sums in addition to the \$97,000.00 they have reported as a fund balance at the end of the 1993-94 year. The Buckley Schools, quite prudently, of course, wishes to maintain a "fund balance" from five to ten percent of the annual budget in order to meet unexpected contingencies. In this day in age, however, of extremely tight school financing, this desire may not be obtainable, even though an enviable and desirable business practice.

Recognizing the "tight" economic restraints that exist for the Buckley School District, the impact of the cost of living on employees, as well as comparison of wages with the other "comparable" communities, must be considered. The wages of the Buckley teachers and support personnel have heretofore remained consistent and comparable with the communities viewed by the parties as "comparables," to-wit: Alba, Cadillac, Pine River, Manton, McBain, Marion, Traverse City, Mancelona, Lake City, Kingsley, Mesick, Forest Area, Benzie, Kalkaska, Bellaire, Frankfort/Alberta, Elk Rapids, Glen Lake, Northport and Leeland. These comparables are all school districts in the same general area of Michigan as Buckley, and compete in the same wage market for employees who are confronted with comparable costs of living. Even if, however, we were to compare Buckley with the 75 smaller school districts (less than 600 enrolled students), we would have to acknowledge that many of the smaller school districts are



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in the Upper Peninsula of Michigan, where economic conditions/cost of living are not as high as in the northwest Lower Peninsula. (Note: The data relied upon by the Buckley Public Schools does not, in fact, include 75 schools, but ranges from 25 to 35 and reports only the school districts having reached contract settlements prior to the reporting date of the year in question.)

In analyzing the offer and proposal by the Buckley Community Schools, the Fact Finder notes an inconsistency. The Buckley proposal, as it impacts upon teachers, would "reward" senior teachers who are at the top of the pay scale, but provides only the previously contracted for "step" raises for other teachers. This proposal would create not only an inequity between the lower paid and less experienced teachers and the "senior" members of the teaching staff, but also, in the long run, tends to further increase the cost to the School District of continuing the tenure of more highly paid senior teachers. The inequity of the Buckley Community School's proposal is also demonstrated by comparing the support personnel with the lower seniority teachers. Under the Buckley proposal, all support personnel would receive a 2.3 increase in base wages regardless of experience. Teachers, however, would receive no across-the-board increase, but only the step increases based upon years of experience.

### BEA

#### Economics

In attempting to logically approach the issues posed by the parties, this Fact Finder is not unmindful of the fact that the members of the BEA and the BESPAA have recognized and acknowledged the economic constraints upon the Buckley Board of Education. Although initially



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the BEA and the BESPAs sought a 6 percent increase in salary for the year 1993-94, (at a time when they were confronted with a request from the Board of Education for a 10 percent rollback), as more and more facts have been garnered, the BEA and the BESPAs have modified their position. They have taken a position now that they want to be ensured that they will not "lose ground" against the cost of living.

PREDICATED UPON THE FACTS PRESENTED TO THE FACT FINDER, INCLUDING THE FINANCIAL POSITION OF THE BUCKLEY COMMUNITY SCHOOLS, THERE IS NO QUESTION THAT THE BUCKLEY COMMUNITY SCHOOLS CAN AFFORD TO GRANT THE MEMBERS OF THE BEA AND THE BESPAs WAGE INCREASES CONSISTENT WITH THE COST OF LIVING INCREASES FOR BOTH THE 1993-94 AND THE 1994-95 CONTRACT/SCHOOL YEARS. Such increases, 2.8 percent, based upon the period June 1992 through June of 1993, and 2.5, based upon the last information available to the Fact Finder for the period June 1993 through June 1994, are not only totally justified by the comparables (examples 1993-94: Bellaire - 4.25 percent; Benzie Central - 5 percent; Elk Rapids - 5 percent; Frankfort/Alberta - 4 percent; Glen Lake - 4 percent; Leeland - 6 percent; Northport - 5.75 percent; Suttons Bay - 4.2 percent), but are within the school districts ability to pay. A 2.8 percent increase on all covered personnel within the BEA and the BESPAs for 1993-94 would cost the School District \$27,394.00, which includes increases in wages, social security and retirement contributions can well be met out of the some \$97,000.00 worth of fund balances admittedly available to the school board.

In turn, a 2.5 percent increase across the board to all employees in 1994-95, will cost approximately \$25,000. Such an increase is consistent with the cost of living increases, is totally



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justified and supported by the comparables, and is clearly within the District's ability to pay. Although the School District will have to closely guard its finances (as prudent business practice would require it to do anyway), and will not have funds available for extra programs and certainly no "frills," the maintenance of the excellent performance by its teaching and support staff mandate that the School District's first priority is the appropriate compensation of its teaching professionals and its support staff.

### Insurance

We will address the issue of insurance collectively. The parties have fundamentally agreed that MESSA/PAK is the insurance program of choice for the 1994-95 school/contract year. Although the Buckley Community Schools have made a rhetorical issue out of their objection to being tied to an insurance program under the control and authority of the MEA, they proffered no evidence before the Fact Finder of any other insurance program available to them that would either be more cost efficient, or provide comparable or better benefits for the same dollar. Thus, consideration of the MESSA/PAK proposal, or one of the other existing MESSA programs, is all that is before the Fact Finder.

The Fact Finder shares the concern of the Buckley Community Schools Board of Education that the ever-growing cost of medical care superimposes an additional cost burden upon the School District, and that that is not a burden that it should be required to bear without employee assistance. These issues are raised at a time when the cost of health care to the employers and citizens who bear the expense directly has apparently lost the focus of our national representatives when it should remain the major point of consideration for all employers who must bear the burden of the cost thereof. In order maintain focus on the cost issues, it is



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important that the average consumer of health care recognize the cost of services and the increased burden that those costs have upon business, industry, public employers and taxpayers throughout the nation. Recognizing that the BEA and the BESPAs are used to 100 percent employer payment of the cost of their health care increases, now that a new program with additional benefits is being implemented, it is a particularly appropriate time to consider a "nominal" sharing of the burden of the new cost increases. This is particularly the case since the MEA cannot provide the employer or the Fact Finder with any reliable information with reference to proposed increases in cost of the MESSA/PAK health care program during the upcoming year.

It is the recommendation of the Fact Finder that any increase in cost of the MESSA/PAK program to the individual subscriber over the cost of the health care program provided during contract/school year 1993-94, which is in excess of the increase in the medical cost of living (Detroit index), shall be borne by the individual subscribing employee, and deducted pro rata from the subscribing employee's paycheck. The Fact Finder has utilized the medical cost of living index rather than the overall cost of living index as the point of contribution predicated upon the fact that employers, individually, and as a group, have greater power and authority to impact upon medical and health care costs. A sharing of costs by the employee is also designed to recognize the individual employees and their bargaining association's (unions) duty to also help impact upon the spiraling increase in the cost of medical care.

#### Extra-Curricular Compensation

Although this Fact Finder recognizes the relatively nominal nature of the proposed increase sought by the BEA in this regard, both because of the ability to pay argument raised





by the Buckley Community Schools, and because of the lack of any clear pattern in the comparables, the Fact Finder cannot make a positive recommendation in this regard. Each school district and the teachers who undertake such extra-curricular duties (Appendix B) knows the nature and extent of responsibilities of each of the extra-curricular activities. No one pointed out to the Fact Finder any mandate that teachers fulfill these responsibilities; thus, any teacher who believes that the extra-curricular compensation is not worth the time and effort required to fulfill the task is free to refuse that activity. The parties, of course, are free hereafter to adjust compensation to meet the needs of the School district. No increase of compensation for extra-curricular schedule is recommended at this time.

#### Retirement Incentive

Retirement incentives are useful tools for organizations attempting to "down-size," or to otherwise "decrease" their cost of payroll, by "pensioning off" older, senior, more well-paid staff, and replacing them with persons with less seniority at lower pay. Without discussing the merits and shortcomings of such programs, the issue of whether or not such retirement incentives should be adopted and implemented clearly falls first as a "management" issue. Certainly, employees are free to bargain for earlier retirement dates, higher pension benefits upon retirement, etc. However, if management does not choose to induce employees to "retire early" for economic reasons, this Fact Finder does not believe that the employer should be required to do so. It is noted that although the Union did not formally withdraw this issue, no proposal on retirement incentives was made in the last round of bargaining. It is the Fact Finder's recommendation that no retirement incentive program be adopted.



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### Duration

This issue has been fully discussed heretofore.

### BESPA

### Wages

Wage issues have been fully discussed heretofore, and the Fact Finder's earlier recommendation is incorporated herein.

### Insurance

The Fact Finder includes the BESPA support personnel in his recommendation with reference to adoption of the MESSA/PAK plan, and employee participation in the cost thereof, above increases in the medical cost of living. The BESPA also seeks pro rata participation by part-time employees in a health care program. Although a strong argument can be made that the cost of part-time employee participation in health care programs should be borne on a pro rata basis, when and if an employer pays the cost for full-time employees, both as a matter of simple fairness and as an assistance in preventing the additional creation of multiple part-time positions in lieu of full-time positions, the cost information provided to the Fact Finder in this case is inadequate to support a positive fact finding. In light of the District's financial circumstances, and the other issues addressed herein, the Fact Finder can make no recommendation for including part-time employee health coverage.

### Subcontracting

The Buckley Community Schools seek clarification of the subcontracting issue which grants to them the right to subcontract work, provided that the Association is given written notice



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of work deadlines and that they cannot perform the tasks with the current work force. The current language contained in Article X provides for a "meet and confer" policy with reference to subcontracting issues, as well as the requirement that the skills and equipment needed to perform subcontracting work are unavailable in the bargaining unit, and that the work cannot be scheduled within the normal time for bargaining unit members, or that the Board can obtain the services at a substantial savings.

Since neither party was able to provide any concrete examples of where the subcontracting issue came into play, or where either side felt harmed by the existing language, the language of the expired contract is recommended for inclusion in any new contract between the parties. (Note: This issue was not raised in the most recent bargain between the parties.)

#### Association Dues

The BESPA seeks deletion of language from Article XI of the previous contract which provides an exemption from dues payment for persons employed by the Buckley Community Schools who are not Association members prior to June 30, 1988 (a grandfather clause). Although this Fact Finder believes that each person who enjoys the benefits of a collective bargaining agreement should have the minimum responsibility to pay the service fees associated therewith (and that is what the BESPA proposed language would require), in light of the long-standing contractual exemption agreed to by the BESPA to the benefit of one person, this Fact Finder sees no reason to eliminate that exemption at this time, particularly when to do so may make it more difficult for the parties to reach an amicable agreement in resolving other outstanding issues.



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### Vacancies

The parties have agreed that the provisions of Article XVII of the Contract should be amended to provide for the addition of the following language as the last sentence of Section 17.4:

An employee appearing on the seniority list in one classification does not have a right to demand employment in another classification if a position is posted. Example: Custodian to Classroom Paraprofessional.

### Seniority

During the contractual impasse, the School District attempted to obtain Union consent to hire a second cook at a lower classified position (kitchen crew). The Union did not consent thereto, and a second cook was hired under the provisions of the expired agreement. Although the issue appears to be moot at this time, provision could be made to deal with the circumstances if they repeat themselves in the future. The Union maintains that the position of second cook requires all of the qualifications, work ethic, training and skills of the first cook, and the position should not be downgraded.

Because this does not appear to be an issue that is being pressed by the School Board or an issue that confronts the parties immediately, the Fact Finder recommends no change in the provisions of Article XVIII.

### Duration

This issue has previously been discussed.



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## CONCLUSION

This Fact Finder recognizes the perilous economic circumstances which have confronted school districts in Michigan during the past year. The Fact Finder is cognizant of the challenges facing not only school administrators, but public spirited school board members who have had to face the issues of inadequate revenues necessary to support public K-12 education. Although hopefully the infusion of new sources of financing to public education will help alleviate some of the issues (at least until there is another cyclical downturn in the State's economy), school financing will undoubtedly continue to be a "art" rather than an exact science. As such, the public must understand that good education requires both good administration and dedicated teachers. Teacher/staff compensation is the overwhelming proportion of any school district's budget, and competitive compensation for teachers remains an essential for good education for our children.

The recommended resolutions of the issues raised by the parties in this matter are in full recognition of the economic circumstances facing the Buckley Public Schools, and its ability to pay. The recommended increases in compensation for the 1993-94 and the 1994-95 school years are not at the same level of many other comparable school districts in the State; they are designed, however, to attempt to assist Buckley to remain competitive while at the same time remain financially stable and solvent.

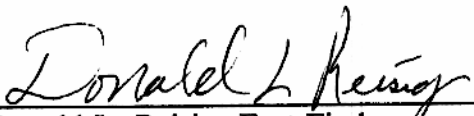
At least one of the recommendations is relatively unique in school administration, i.e. co-payment by teachers of some of the increased costs of health care benefits. It is recognized that for employees who have traditionally enjoyed fully paid health benefits, this is not a change easily accepted. It is believed, however, that it is in the public interest, and that it is a change



which is being recognized repeatedly in other public sector bargaining units, as well as in the private sector. (For example, most State employee contracts require a 10 percent contribution by the employees for health benefits.)

It is the hope of the Fact Finder that upon review of these findings of fact and proposed recommendations that the parties will immediately come together to discuss these issues and reach agreement.

Respectfully submitted,

  
Donald L. Reisig, Fact Finder

Dated: August 18, 1994

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
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6/22/94  
Wednesday

# Buckley Community Schools

## Fact finding -

| Name                 | Organization               |
|----------------------|----------------------------|
| Donald J. Aug        | Fact Finder                |
| Roger Hopkins        | MEA Unions                 |
| Dyle Painter         | MEA UNISERV                |
| GAY WEED-BROWNE      | MEA RESEARCH               |
| Jay Thibault         | CPA Buckley School         |
| William Howard       | Supt. /                    |
| Ruth Beier           | MEA                        |
| Chuck Herrino.       | MEA Uniserv.               |
| Jim Hornyak          | TEACHER BUCKLEY SCHOOL     |
| LYNN GULLEKSON       | Teacher Buckley School     |
| DOUGLAS SCHROEDER    | MESSA FIELD REPRESENTATIVE |
| Janitha Davis        | Teacher BEA                |
| Dorise Stull         | teacher BEA                |
| Ronetta Smith        | teacher BEA                |
| Ronald Gutz          | Teacher BEA                |
| Laura and Bruce Gutz | children of Ron Gutz       |
| Jack W. Hall         | Teacher BEA                |
| Marathy L. Dunn      | Teacher B.E.A.             |
| Rick Conway          | BESPA                      |
| Sam Hansen           | BESPA                      |
| Lorin Molnar         | Teacher B.E.A.             |
| Gary Watson          | Teacher BEA                |
| Robert Taylor        | Teacher BEA                |
| Candy Beasley        | Teacher BEA                |
| Sandy Wilson         | Brail member               |
| Galene O. Croel      | Teacher BEA                |