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REPORT OF FACT-FINDING HEARING'S
OFFICER AND RECOMMENDATIONS

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In re: Camden-Frontier Board of
Education and Camden-Frontier
Education Association

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Camden-Frontier Board of Education

REPORT OF FACT-FINDING HEARING'S
OFFICER AND RECOMMENDATIONS

In re: Camden-Frontier Board of
Education and Camden-Frontier
Education Association

The undersigned was appointed by the Employment Relations Commission on October 23, 1973, and, by agreement of the parties, a hearing was held on Monday, November 5, 1973 at Camden, Michigan. Both sides were well represented and well prepared.

Issues in dispute related to salaries and steps for either a one-year or two-year contract, extra-services payments, insurance coverage, and salaries payable on a 9-month or 12-month basis.

It appears that negotiations had commenced March 21, 1973 and continued weekly until July 10, 1973 when a meeting with a mediator was requested. Such a meeting was held on August 6, 1973, and continued weekly until October 2, 1973 when the Association requested the appointment of a Fact-Finding Officer.

Evidence was informally but fully presented, with substantial exhibits, by each party, as the result of which I make the following report on each issue. A tape-recording

of the entire hearing was made.

Term of Contract

It is clear that both parties desire a two-year contract but cannot agree on a salary schedule for each year. A two-year contract is requested by the Association and several proposals have been made by the Board on that basis. There is no question that a two-year contract is preferred.

Salary Schedules

As of September 4, 1973, the parties were very close to agreement on the Salary Schedule for the years 1973-74 and 1974-75.

The Association proposed a salary schedule of 12 steps, with ranges for each year as follows:

1973-74 - \$7,900 to \$11,312, and
1974-75 - \$8,150 to \$11,800, for B. A. salaries with three additional higher steps for M.A. degrees.

The Board accepted this proposal, except for the top steps of \$11,800, which it limited to \$11,750.

A package, including this schedule, together with other fringe items was submitted to the membership for ratification on September 4, 1973 but turned down.

Thereafter, the Association kept revising its proposal on salary schedules upward, all of which were rejected by the Board. Prior to the date of hearing, the Association's final proposal was:

\$7,900 to \$11,356 for B.A. in 12 steps, with three additional steps for an M.A. and the option of payments being either on a 9-month or 12-month basis, as each teacher chose.

The Board's final proposal was as before:

\$7,900 to \$11,312 for B.A. in 12 steps, with three additional steps for an M.A., and agreeing to the 9 or 12 month option.

However, at the hearing the Association had changed its position and requested a salary range of \$8,085 to \$11,403 for the first year, and a second year at an increase of at least 4%, with a maximum of 6% over the first year salaries, based on a Cost-of-Living Index.

The Board remained at its prior position.

Recommendation

It is recommended that the parties agree on a salary schedule for the two-year period as follows:

1973-74 - \$7,900 - \$11,356, in 12 steps for a B.A. degree, with three additional steps for an M.A., and retroactive to August 28, 1973, and

1974-75 - \$8,150 - \$11,800 on the same conditions set forth for the first year, of the contract.

These rates are fully justified by settlements made in adjacent and surrounding districts, and, except for the starting rate, are just above average. And the difference between the request of the Association and the offer of the Board amounts to less than \$1.00 per week.

Furthermore, since both parties did agree to an option to be paid either on a 9-month or 12-month basis, as each teacher may choose, it is recommended that it be included in the contract.

From a practical standpoint, it is suggested that for the year 1973-74, salaries continue on a 12-month basis, except that those who so choose may be paid at the end of the school term the balance of their annual salary. Of course, adequate notice of this choice should be given so that the Board may prepare for it.

For the second year, those who desire to be paid on a 9-month basis should also indicate such desire prior to the start of the school year.

Extra Services Schedule

The final position of each party on this question was

substantially the same.

The Association requested pay for extra services based on the existing percentages of the 1972-73 B.A. degree salary. Its original position had been to pay for such services based on:

1971-72 pay schedules for 1972-73 and on
1972-73 pay schedules for 1974-75.

The Board had agreed to base the existing percentages on the 1972-73 B.A. Salaries, with a grandfather's clause to the effect that any one already receiving more, would remain at the higher amount.

However, at the hearing, the Association increased its demand by asking that the existing percentage be applied to the 1973-74 B.A. salary rates with a grandfather clause, and further suggested that those teachers who had not performed extra curricular services during the period from October 2, 1973 to October 15, 1973 be not paid for that period of time.

Recommendations

Again, it is obvious that the parties were in practical agreement prior to the Fact-Finding Hearing and I, therefore, recommend that this agreement be implemented as follows:

- for 1973-74, the existing percentages be applied to the 1972-73 B.A. rates, and
- for 1974-75, on the 1973-74 B.A. rates, except where a teacher already performing an activity had been paid on an M.A. schedule, instead of a B.A. schedule, his dollar compensation would continue to be the same he received last year, and until the proper percentage of the B.A. rate equals or exceeds that amount. In this manner, all percentages will eventually be based on B.A. salary rates.

Furthermore, since no services were performed from October 2, 1973 to October 15, 1973, that period should not be paid for.

Insurance Coverage

Originally the Association requested the full cost of Blue Cross insurance coverage at a cost of \$45.44 for the family and at a cost of \$17.17 for a single person for the year 1973-74 and the cost of such insurance as of August 15, 1974 for the year 1974-75. In addition, the teachers requested the option of choosing insurance carriers.

The Board agreed to the principal portion of the proposal but apparently did not agree to the change from Blue Cross.

However, later in the negotiations the Association increased its demands requesting the Blue Cross-Blue Shield MVFL Master Medical plan with Option 4 Rider for 1973-74, and the MVF 2 Master Medical plan with the Option 4 Rider for 1974-75, but reduced its request prior to the hearing.

At the hearing, the Association again increased its demand to the Blue-Cross - Blue-Shield MVF 1 plan with the Option 4 Rider at a cost of \$49.53 for full family and \$18.28 for a single person.

Recommendations

It is my recommendation that the agreement the parties reached prior to the hearing should be adopted; and which the Association originally requested. I do not recommend the right of teachers to change carriers at this time. Experience has shown that the change of carriers creates various problems which do neither party any good. A change in carriers should be negotiated in sufficient time to permit the proper implementation of the new plan. Since both sides have considered only a Blue Cross-Blue Shield plan at this time, it should be continued for the term of this contract.

Dated:
November 14, 1973

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Respectfully Submitted,


Thomas V. LoCicero, Fact-Finding
Hearings Officer