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STATE OF MICHIGAN
LABOR MEDIATION BOARD

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In the matter of
CHARLEVOIX BOARD OF EDUCATION
and
CHARLEVOIX EDUCATION ASSOCIATION

LABOR MEDIATION BOARD
DETROIT OFFICE

Hearing Officer's Fact Finding Report

Appearances

William "Bus" Bigham

Michigan State University
LABOR AND INDUSTRIAL
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For the Charlevoix Board of Education
Attorney, Wayne Richard Smith
Superintendent, Rex Milligan

For the Charlevoix Education Association
MEA District Representative, Maureen Wyatt
Leonard S. Staley

Charlevoix Board of Education

This is a fact finding report under the provisions of Section 25 of Act 176 of the Public Acts of 1939 as amended, which provides in part as follows:

"Whenever in the course of Mediation under Section 7 of Act 336 of the Public Acts of 1947 being Section 423:207 of the compiled laws of 1968, it shall become apparent to the board that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the Board may make written findings, with respect to the matters in disagreement. Such findings shall not be binding upon the parties but shall be made public."

In accordance with the Board's rules and regulations relating to fact finding procedures, the undersigned hearing officer was designated to conduct a hearing in the matter and to issue a report in accordance with Article V, Section 1, of Rules and Regulations which provides as follows:

"After a hearing for the purpose of taking evidence upon a petition, the Labor Hearings Officer shall prepare a report. Such report shall contain findings of fact and the reasons or basis therefore. The Labor Hearings Officer shall file the original with the Board and cause a copy thereof to be served upon each of the parties. Within ten days from the date of service of the report, the parties may file written comments with the Board."

On August 16, 1968 Superintendent, Rex Milligan of the Charlevoix Public Schools filed a petition for fact finding, indicating the parties had engaged in "good faith" bargaining and with Mediation at least on sixteen occasions and have failed to produce a resolution of the issues which were defined as:

- A. Salary Schedule Bachelor Level
- B. Masters Degree Schedule
- C. Insurance Protection —
- D. Credit for Previous Teaching Experience —
- E. Class Sizes —
- F. Teacher Loads and Assignments
- G. Qualification and Assignments

On August 27, 1968 the respondent (Charlevoix Teacher's Association) answered the petitioner with general agreement on the issues, as listed on the petition by the School Board.

In a further effort to resolve the issues listed in the Petition, plus several unmentioned issues, an all night session was held with the parties on August 29 and August 30, 1968, with resolution of all issues except monetary items fact finding was scheduled for Sunday, September 1, 1968.

The Board produced evidence in the form of 1967-68 Charlevoix School's Budget, Exhibit #1. A Tax Summary, Exhibit #2. A costing breakdown of the Board's last salary proposal and its implications to the budget, Exhibit #3. A breakdown of Estimated Income, Board's Salary Proposal, Comparisons with other nearby District, Exhibit #4. The Board in Exhibit #5 made a proposal on extra-duty activity pay and in Exhibit #6 agreed to abide by the recommendations of the fact finder. Board Exhibit #7 a further information item showing 67-68 salary schedule and schedule B-1, B-2, the extra-duty pay schedule.

Following presentation of evidentiary by the Board of Education, Maureen Wyatt, Regional MEA Representative and Leonard Staley, President of Charlevoix Education Association, introduced testimony and Exhibits #1 through #19.

These Exhibits covered basic district data covering years 1963 to 1968 on State equalized evaluation, 4th Friday counts, State equalized evaluation per pupil, State wide averages on the topics above. "Millage History" from 1963 to 1968 covering voted, allocated and with respect to State Medians, on building and site, debt retirement, and operational costs. Comparison between Boyne

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City, Harbor Springs, Petosky and Gaylord.

The Association covered income of the District over a similar period of time (63-68), covered taxes, State Aid, Federal Aid and District Budgets. An excellent presentation was made on the history of Charlevoix School District expenditures.

A history of employee share of budget over the years 63-68 was testified to by the Association. Statistical correspondence giving State-wide media by teacher, not by District, and consumers price Index growth as related to teacher pay.

The placement of teachers, Charlevoix Education Association, Exhibit #18 was agreed upon by the parties as the basis for costing, along with the previous years contract.

This also was an excellent presentation, obviously geared to realism, and quite professionally handled. No serious rebuttal came from either of the parties during the presentations, a further indication of respect and confidence of each for the other.

SUMMARY OF FINDINGS BY FACT FINDER

From the Board of Education's standpoint they need be commensurate with immediately surrounding districts and remain on a stable budget. The teachers' needs are primarily in the same areas.

Both parties have an additional mutual need and that is a prolonged period of peace, and means to resolving the day to day problems of adverse relationship as related to collective bargaining.

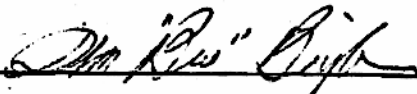
The fact finder was greatly impressed with the integrity of operational costs, and budgets presented by Superintendent, Rex Milligan and Attorney, Wayne Smith. No effort was made to cloud the facts of the monetary situation, the Board of Education members who were present during the proceedings also assumed the same posture. It is not too often that evidence is presented with such clarity, and integrity where finance is involved. The problem of determining a fair and equitable settlement under these conditions is greatly enhanced.

Therefore it is my determination that:

1. This be a two (2) year Agreement with no openers.
2. The following salary schedules to apply - -
3. An 8% increase in the following year (69-70) as per example - - -
4. Insurance.
5. Mandatory monthly meetings, etc.

DATED: October 16, 1968

MICHIGAN LABOR MEDIATION BOARD


Wm. "Bus" Bigham, Hearings Officer