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State of Michigan  
Michigan Employment Relations Commission

Before

Gerald E. Granadier  
Fact Finder

Clarenceville School District,

Employer

and

MERC Fact Finding  
Case No: D88-B-396

Michigan Education Association

Gerald E. Granadier 1-20-89 /

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

FACT FINDERS REPORT AND RECOMMENDATION

The undersigned, Gerald E. Granadier, under appointment as a Fact Finding Hearings Officer as of January 5, 1989, by the State of Michigan Department of Labor, Employment Relations Commission, to conduct a Fact Finding Hearing in the above cause, pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commissions Regulations in connection therewith, and to issue a report with recommendations with respect to the matters in disagreement between the above mentioned parties. In accordance therewith, expedited hearings were commenced on January 12, 1989 and January 13, 1989 at the Clarenceville Board of Education Building, Livonia, Michigan.

Appearing for the Clarenceville School District:

Michael Shibler, Superintendent  
Ralph Skrocki, Assistant Superintendent  
Frederick C. Hailer, Jr.  
Timothy Currier  
Patricia J. Vickery  
Cheryl M. Leach

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

Clarenceville School District

Appearing for the Michigan Education Association:

Jim Carlson, MEA Uniserv Director  
Estelle Rice, CEA President  
Jan Gills, Bargaining Team Member  
Arlene Solomon, Bargaining Team Member  
Frank Brenner, Bargaining Team Member  
Pat Finn, Bargaining Team Member  
Evelyn Cohen, Bargaining Team Member

The parties were given every opportunity at the hearings to furnish all pertinent exhibits and introduce all pertinent testimony and information into evidence. In accordance therewith, exhibits in support of testimony by each of the parties were so submitted. The parties summarized their respective positions and set forth full oral and written arguments in connection therewith. At the request of the Fact Finder the parties submitted additional evidence and arguments which was so received and is considered herewith. Accordingly, your Fact Finder being fully advised in the premises, reports as follows:

Background: The Clarenceville School District is one of the few fractional School Districts in the State of Michigan. Its boundary includes portions of Oakland and Wayne Counties, Farmington and Redford Townships and the City of Livonia. The District was organized as fractional school district # 5 on January 26, 1837 by action of the Farmington Township School Commission.

Students are bussed to their respective schools necessitating a large expenditure of funds to acquire, maintain and service an adequately functioning bus system. The school district serves approximately 2,300 students in a K - 12 program. The taxpayers of the district have voted millage in amounts not sufficient to run a luxurious educational program, the Board, nevertheless, has been able to maintain the essentials of a good

school system. It appears to your Fact Finder that the School Board of this District has exercised fiscal responsibility and integrity of the highest order in its undertaking to carry out what it felt were its promises to the taxpayers of their community and in maintaining a School District which they feel meets the needs of a modern society. The Teachers in this District, on the other hand, likewise strongly feel that they have a commitment to the students of this District and appear to be constantly desirous of improving quality education in order to meet the needs of a modern society. With the obvious sincerity of each of the parties herein, the task of determining the recommendations as hereinafter set forth, was indeed a most difficult one.

Negotiations were commenced by the parties and while there is substantial agreement on many issues in their proposed contract for a period covering the school years 1988-1989, 1989-1990 and 1990-1991, and despite the efforts of a state mediator the parties were unable to conclude the agreement.

Your Fact Finder was informed that the sole issues before him would be the following:

- A. Salary schedule for the years 1988-1989, 1989-1990 and 1990-1991.
- B. Longevity Pay.

#### Discussion and Decision

##### A. Salary

##### I. Board's Position

The Board's offer consisted of a one (1) year contract with a salary freeze for the year 1988-1989. The Board's position is that it does not have the ability to pay an increase of any magnitude. See detail of its arguments setting forth its position in the "Employers Presentation" and Exhibits

which are filed herewith. In summary, however, it pleads that it has consistently acted as a responsible governing body in dealing with its students, citizens, teachers and administrators. At the present time, all have been asked to share part of the burden of weathering the existing financial crisis.

It further states that it is grossly unfair to allow one group to receive any increase in their compensation package when all others have been frozen. Further, it is categorically irresponsible to create a situation which would place this District in jeopardy of having a financial deficit and thereby exposing the District to all of the severe ramifications resulting therefrom. Such actions could push the Clarenceville School District off the edge of its financial crisis and into a fiscal "black hole" from which it might not ever extract itself.

## II. Association's Position

The Association's demand consisted of a salary increase of eight (8%) percent for each year of a proposed three-year contract for the years 1988-1989, 1989-1990 and 1990-1991.

The Association's position is that even though the Board shows a \$37,500.00 of excess revenues over expenditures for the 1988-1989 year that proper budgeting, cuts and good management would increase that amount to permit the eight (8%) percent requested for 1988-1989. Additionally, the Association maintains that the community would, if made properly aware of possible cuts in staff, program and services, vote millage increase in an amount sufficient to pay the requested increases for the years 1989-1990 and 1990-1991. The Association presents in its Exhibits filed herewith mathematical and statistical data reflecting its position in order to

maintain Clarenceville teachers in the same relative position with respect to teachers in various other school districts in Wayne and Oakland Counties.

Each of the parties herein presented considerable evidence in an excellent and well prepared presentation to substantiate their proposed salary dispute resolution. Unquestionably, meritorious argument for each was made by each of the parties of their positions. Affirmative evidence in support of their positions was received and considered by the Fact Finder.

Your Fact Finder has been provided the ranking of the School Districts according to salary schedules and estimated cost schedules indicating the cost to the district of the Union demand. Considerable time and detail, relating to the ability of the school district to pay the demand of the Association was presented by the Board. All of this information, analysis, evidence, and information was extremely helpful to your Fact Finder. Sincere argument and discussion for each of the salary offers and demands were made by each of the parties, and in the opinion of the Fact Finder, each strongly believed in the inherent justice of their position.

In considering all the foregoing, digesting all of the information supplied to your Fact Finder, both in writing, orally, exhibits, financial documents and other matters, your Fact Finder rejects the position of the Association with respect to salary demands, rejects the salary schedule offered by the Board, and recommends that the following pay schedule be adopted by the parties:

#### **Salary Schedule**

**1988-1989**

Six (6%) percent increase in salaries, effective January 1, 1989.

#### 1989-1990

Six (6%) percent increase in salaries, effective at beginning of school year.

#### 1990-1991

Six (6%) percent increase in salaries, effective at beginning of school year.

#### B. Longevity Pay

##### I. Board's Position

The Board treated this demand in the same manner and on the same terms as it did for salary increases, i.e. its inability to pay. It is unnecessary to repeat here the Board's position and, accordingly, your Fact Finder refers you to the "Employer Representation" and Exhibits filed herewith and the discussion of the Board's position on salary demands above set forth.

##### II. Association's Position

The Association also treated the demand in a similar manner as it did in its salary demand. Additionally, it presented evidence of the payment of Longevity Pay in many other districts in Wayne and Oakland Counties, many of which were comparable to Clarenceville in size of student body, staff and millage rates. Again it is unnecessary to set forth in detail that which is set forth above and in the Association's Exhibits filed herewith. While your Fact Finder fully understands the philosophical and psychological importance of Longevity Pay and its attendant reward and incentive considerations, it would be inappropriate to establish, at this financially perilous time, a new area of pay. Therefore, your Fact Finder recommends no Longevity Pay during the term of this contract.

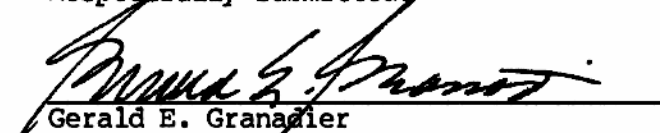
#### Conclusion

Upon hearing the evidence submitted at the hearings and fully studying and

reviewing all the Exhibits presented, your Fact Finder strongly urges and recommends that the Board request at the earliest possible moment the scheduling of a special election for the approval by the community of an increase in the millage in an amount not less than three (3) mills. Your Fact Finder believes that it is imperative for the Association to assist the Board in this endeavor. The implementation of your Fact Finder's recommendations while not conditioned upon a successful millage election nevertheless requires additional sources of revenues or cuts in staff, programs and services. It is believed that with proper and effective disclosure of the alternatives presented to the community and joint positioning by both parties hereto that such millage request would be successful.

The Fact Finder Hearings Officer points out that the issues discussed in this report were all the major issues submitted by the parties to the Fact Finder. It is my sincere hope that upon adoption of the recommendations herein set forth that parties can conclude their collective bargaining negotiations. In the event additional service of your Fact Finder is required, I stand ready to be of continued service.

Respectfully submitted:

  
Gerald E. Granadier  
Fact Finding Hearing Officer  
600 Renaissance Center - 13th Floor  
Detroit, MI 48243

Dated: January 20, 1989