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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
Michigan State University  
LABOR AND HUMAN RELATIONS

In the Matter Of:  
FRUITPORT BOARD OF EDUCATION  
-and-  
FRUITPORT EDUCATION ASSOCIATION

George T. Russell /

REPORT OF FACT FINDER  
AND RECOMMENDATIONS

- Appearances: For the Fruitport Board of Education:
- Aldis R. Schaul, Secretary Board of Education
  - Arthur B. Hartman, Trustee, Board of Education
  - Eugene A. Randall, Superintendent of Schools
  - Donald J. Veldman, Attorney for Board
  - Richard Williams, Business Manager, Fruitport Schools
  - William J. Thomas, Ass't. Superintendent of Schools
- For the Fruitport Board Education Association:
- Glenn Backer, Fruitport Education Association Negotiator
  - Larry Diebold, MEA Field Representative
  - Richard Gaura, F.E. A. Negotiator
  - Gary Carrier, F.E.A. Negotiator
  - Ida Ashcroft, F.E.A. President

*Fruitport Board of Education*

Normally, either one party or the other petitions The Michigan Employment Relations Commission for Fact Finding. However, in the Fruitport School situation the Michigan Employment Relations Commission, on its own motion, appointed a Fact Finder in order to attempt to avoid school disruptions. As a result this Fact Finder called the parties into emergency sessions in an attempt to arrive at a settlement.

Both the Fruitport Board of Education and the Fruitport Education Association negotiating teams are to be complimented. They both were very cooperative with the Fact Finder. The people of Fruitport should know that their Board met with the Fact Finder until 3:00 a.m. one morning and then three days later met all Saturday afternoon and into the evening on Saturday to discuss the problems separating the parties from entering into a collective bargaining agreement. This Board has shown by this action their devotion to education in Freeport.

Likewise, the public and the teachers should know that the same devotion to education and to an attempt to resolve the differences between the

parties was shown by the Association's bargaining team. The team likewise met until 3:00 a.m. with the Fact Finder one morning and then spent Saturday doing the same.

Furthermore, much to the credit of both the Board and the Association have engaged in Collective Bargaining and have resolved all issues but two, namely, the salary schedule and the amount to be paid for insurance.

So that all will understand, a description of Fact Finding is in order. The term Fact Finding is a misnomer. In the public sector, in order to avoid strikes when collective bargaining and mediation has failed, the state appoints a Fact Finder to try to resolve the dispute without the necessity of a strike. In the private sector, when mediation has failed the parties normally go on strike. In the public sector they frequently resort to fact finding. A Fact Finder reviews the entire situation and gives his opinion as to how the dispute should be settled. His opinion is in the form of recommendations. Those who say that a Fact Finder must find facts are begging the issue. What a Fact Finder does is look at all the facts and all the circumstances. In this situation he must not only look at the financial situation of the Board, but he must look at the bargaining history of the parties and at the posture that the parties find themselves in, including the fact that 180 people have suggested that they will withhold services because they believe that they have not received an adequate offer from the Board. In essence, the Fact Finder is attempting to find "What will it take to settle the dispute?" and "Is it humanly possible to find what it takes to settle the dispute?" This approach to Fact Finding may result in pushing both parties quite far. It may result in a recommendation that can only be "reluctantly" accepted by both parties, and in some cases "very reluctantly." No one necessarily wins in Fact Finding. It is like collective bargaining itself, a compromise designed to get the parties together and to continue, as in this case, school with a minimum of disruption. This is what this Fact Finder has done. This Fact Finder is suggesting that there is a way to get the parties together even though they may very reluctantly accept the recommendations herein.

As already indicated the parties have conducted themselves very well. They have narrowed the issues down. On October 8, 1969, the bargaining team of the Board and the bargaining team of the Association reached also-called tentative agreement. Unfortunately, on reviewing the agreement, the full Board rejected the so-called tentative agreement even though there was indication that the teachers would accept it. This meant that the parties went back to

the bargaining table. The mediator was called back in. When the mediator saw that there was no progress, the state appointed the undersigned Fact Finder.

When the Fact Finder entered into a Hearing on Tuesday, November 4, 1969, he found that the Board had one offer which was less than the tentative agreement and the teachers were insisting on the tentative agreement. The difference between the two in total dollars was approximately \$44,000.

One might suggest that since a tentative agreement was made all should abide by the tentative agreement. But the Fact Finder recognizes that the Board has the full financial responsibility for the district and on careful review believed that it could not meet the tentative agreement. The Fact Finder has been in situations where teacher teams have agreed to contracts which have failed ratification. He understands the situation and in the interest of reaching agreement here he is not going to insist on the tentative agreement. He points out to the teachers that sometime, whether it be in Fruitport or in some other district, "the shoe may be on the other foot."

Nevertheless, the Board must recognize that 180 people have heard the so-called tentative agreement, and it makes it very difficult on the part of the leadership of the Association to persuade the members to accept less. However, by this report, the Fact Finder is advising the membership that in the interest of education something less must be accepted by both sides.

The basic problem is economics and the state of the budget and finances of the Fruitport School District. Even on the Board's last offer, the Board anticipates that it will spend approximately \$30,000 more money than it will receive. This may be considered in some quarters as deficit financing. This does not necessarily follow because the District does have a funded equity. This funded equity has been increasing over the last few years. Though some have suggested that a funded equity means that a district does have resources which it could rely upon in the event its expenditures exceed its current revenues, there is a limit to this argument because a funded equity doesn't necessarily represent available cash. A Fact Finder may be able to stretch a point somewhat if there is a funded equity even though expenditures exceed revenue, but he must be careful not to overdo this or he in fact would put the district into bankruptcy. This point becomes more critical when one considers what Fruitport, although having a good funded equity and an increasing one, is a poor district with a low SEV behind each child. There is a danger point if one dips into the funded equity too much. For this reason the Fact Finder can understand why the school board rejected the tentative agreement. And the Fact Finder emphasizes this point so that the teachers will understand the rationale of the recommendations to be made.

But the Board should recognize that a majority of 180 people must ratify the agreement. It is very hard sometimes to ask that an agreement be ratified less than one the membership thought they had. Yet, the Fact Finder suggests to the teachers that the economics of the situation require this.

During Fact Finding many discussions were had. The Board was unable to make any additional offer nor was the Education Association able to make any additional offer. However, it became clear to the Fact Finder that the Board through cutting the budget and engaging in some austerity programs could possibly add another \$27,000. to its offer. The Board indicated it might do this but could go no farther. The Association, team, with the caveat, that they had no authority to do so, indicated that they may be able to persuade their membership to consider \$30,000 over the Board's last offer. Thus, the parties, as the Fact Finder left them, could be \$3000 apart. This is too small a difference to keep children out of school.

In the opinion of the Fact Finder the teachers' team indicated a willingness to go back to their membership and from a \$44,000 package try to recommend and sell the additional \$30,000 package. This, in the opinion of the Fact Finder, is asking a lot of leadership which is democratically elected. The Board should again take a look at the situation and be in a position to offer the approximately \$30,000. The expense of keeping school closed and the expense of litigation that could follow would clearly eat up the difference.

Therefore, the Fact Finder is recommending that Appendix A attached hereto be Appendix A of the contract. It provides for a \$6850 base and a 1.53 index. It provides for \$17.50 insurance. It results in about \$30,000 over the Board's last offer. Some may say that it is better than some surrounding districts, but each district has peculiarities involving their finances so that comparisons are not easily made. It suffices to say that the proposals that are hereby recommended are about the same percentage increases over the previous year. The proposals keep the Fruitport system at about the same relative salary scale as compared with other surrounding school districts that Fruitport has enjoyed in the last three years. It does not break the pattern of collective bargaining in Fruitport. The last two or three years Fruitport has been a relatively good paying district. As a result the people in this district have received excellent education. The Fact Finder suggests that the pattern can and should continue.

The Fact Finder would be remiss if he did not make several other suggestions. The teachers should recognize that in the opinion of the Fact Finder there is an over-staffed problem among teachers. It may be next year

that several positions maynot be filled. It may be that there may not be as many field trips. It may be that during the current year if there are vacancies that arise then increased class loads may have to occur rather than fill the vacancies. The Board must have the tools with which to operate and cut budget. Furthermore, we point out to the Board that with an anticipated increased enrollment next year, which means more state aid, it is very possible that with the same number of teachers or even several less the Board can adequately teach more children which in turn could mean more available funds in the future.

The teachers should recognize that when bargaining with the Board they should examine the financial situation carefully and adjust their sights accordingly. The Fact Finder believes this Board has been candid and above-board with the teachers and this should be a guide to next year's bargaining.

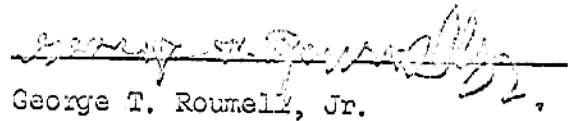
What the parties should recognize is that we must solve the situation this year because it is November 9, 1969 and begin planning for next year consistent with all the financial data available.

Both the Board and the teachers should recognize that there has been changes in the system. A new school has been opened. A new superintendent has come. The observation of the Fact Finder is that the superintendent is respect by the Board and respected by the teachers. The prospects for education in Fruitport are indeed very exciting under his leadership. Both parties should give him a chance. And if it is going to cost the Board a little more money this year and require belt tightening, may the Fact Finder suggest to the businessmen on the Board that this is what is sometimes known as "Start-up costs". The Fact Finder thinks it would be unfair to the new administration to put it in a strike situation.

To the teachers, the Fact Finder believes that \$30,000 on the Board's last offer is fair to the teachers, keeps them indeed very competitive with Muskegon county and it would be a tragedy to continue a disruption of services beyond the one day on Monday, November 10, 1969 that is already planned. The Fact Finder is sure that the teachers will be and will show educational statesmanship by accepting this report and by telling the Board and the people of Fruitport that they appreciate the support of the people; that they indeed are willing to work with the Board and with the administration; and see what the next year brings. The difference between these recommendations and the October 8, 1969 co-called tentative agreement is so small and means so little to each individual teacher that it would indeed be unfair to all concerned if the teachers rejected this recommendation.

To the Board, the Fact Finder suggests that with stretching a point the Board can find the money, although it may be hard to find, to reach the settlement as recommended herein. Next year it may be that the Board will have to do more detailed planning for bargaining with the teachers if in fact the financial situation becomes critical. Presently it is the Fact Finder's opinion that the Board cannot afford to reject this recommendation. It is further the Fact Finder's opinion that the teachers cannot afford to reject this recommendation. The parties are too close to settlement.

Finally, as both parties know, the Fact Finder spent approximately 12 hours on Tuesday, November 4, 1969 with the parties and approximately 7 hours with the parties on Saturday, November 8, 1969 in the interest of attempting to resolve this dispute. The Fact Finder was willing to return to his home base and on Sunday prepare a Fact Finding report and have it available to all by Monday morning in hopes that the parties could meet Monday, and come to an agreement on the recommendations. This should indicate to both parties, the Board and the teachers, and also to the public, that the Michigan Employment Relations Commission has tried and is trying to help the parties in Fruitport resolve their dispute so that education can continue on the high plane that it has henceforth been in Fruitport. We hope the parties can recognize this and both can accept the report.

  
George T. Roumell, Jr.

Dated: November 9, 1969

# APPENDIX A

## FRUITPORT COMMUNITY SCHOOLS

### Salary Schedule 1969-1970

Years of Experience	90-120 Hours	Bachelors Deg. Points Salary	Bachelors Deg. Plus 18 Hrs. Points Salary	MA Degree Points Salary	MA Degree Plus 18 Hrs. Points Salary	MA Plus 30 Hrs. Points Salary
0	\$5724	100 \$6850	105 \$7192.50	110 \$7535	115 \$7877.50	120 \$8220
1	5899	105 7192.50	110 7535	115 7877.50	120 8220	125 8562.50
2	6074	110 7535	115 7877.50	120 8220	125 8562.50	130 8905
3	6249	115 7877.50	120 8220	125 8562.50	130 8905	135 9247.50
4	6424	120 8220	125 8562.50	130 8905	135 9247.50	140 9590
5	6599	125 8562.50	130 8905	135 9247.50	140 9590	145 9932
6	6774	130 8905.50	135 9247.50	140 9590.50	145 9912.50	150 10275.50
7	6949	135 9247.50	140 9590	145 9912.50	150 10275	155 10617.50
8	7124	141 9658.50	146 10001.	151 10343.50	156 10686	161 11028.50
9		147 10069.50	152 10412	157 10754.50	162 11097	167 11439.50
10		153 10480.50	158 10823	163 11165.50	168 11508	173 11850.50
11				169 11576.50	174 11919	179 12261.50

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The Index Point System is set up on the principle that the top salary will be 153% of the base.

Insurance in the amount of \$17.50 per month per employee.

Longevity Pay to be established along the following principles:

- 15 years service Fruitport System would qualify for 5% increase of his base salary.
- 20 years of service to this system would qualify for 10% of his base salary.
- 25 years of service to this system would qualify for 15% of his base salary.
- 30 years of service to this system would qualify for 20% of his base salary.