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STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE FACT FINDING BETWEEN:

GIBRALTAR SCHOOL DISTRICT

AND

GIBRALTAR EDUCATION ASSOCIATION - MEA/NEA

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MERC Case No. D96- G-8000

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*Gibraltar Public Schools*

FACT FINDING RECOMMENDATIONS

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Fact Finder

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March 13, 1997

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FACT FINDING RECOMMENDATIONS

On January 17, 1996, the Gibraltar Education Association filed a Petition for Fact finding in the above captioned case. Thereafter, a Pre-Hearing Conference was held on February 24, 1997 and Hearings were conducted on the dates of February 27 and March 21, 1997 at the MERC Offices in Detroit, Michigan. The Association was represented by Mr. Bob Thomas, Uniserv Director. The Gibraltar School District was represented by Mr. Robert A. Boonin, Attorney. Pursuant to deliberations on and off the record, the undersigned Fact Finder makes the following Recommendations.

RECOMMENDATIONS

The Fact Finder recommends that the parties agree to a collective bargaining Agreement for the school years 1996-97 to 2000-2001.

The Agreement is to be what the parties' representatives previously referred

to as the "Conditional Tentative Agreement" (CTA) as modified by their representatives on January 15, 1997 including the Memorandum of Understanding with the following changes which the Fact Finder recommends to be incorporated into the parties' 1996-2001 collective bargaining Agreement:

1. Appendix C.1. regarding the "Adjusted Salary Schedule" for the 1996-97 school year as set forth in the CTA shall be modified to reflect a MA Maximum salary of \$59,438.00 with pro rata adjustments to all other steps and to reflect that the "Unadjusted Salary Schedule" shall be effective the beginning of the second semester of the 1996-97 school year (January 17, 1997).

Since the adjustment to the 1996-97 salary schedule as reflected under this recommendation will result in the parties' recognizing that bargaining unit members have been paid during the period since 1/17/97 at a rate higher than that which is called for by the adjusted salary schedule, the parties shall agree that each bargaining unit member shall have their salary reduced during the post ratification period in the 1996-97 school year to conform with the adjusted 1996-97 salary schedule, unless such member agrees that any excess in such member's 1996-97 school year salary above the amount due such member under the Adjusted Salary Schedule (1996-97) that results from implementing the Unadjusted Salary Schedule after 1/17/97 shall be re-paid to the District.

To lessen the economic hardship that may result to individual members who have selected 21 pays rather than 26 pays for the 1996-97 school year, it is agreed that each bargaining unit member's post-ratification pay shall be reduced as if such member had selected 26 pays until such time as that member's total salary for the 1996-97 school year is as agreed herein under the Adjusted Salary Schedule for 1996-97. (This may result in a set-off during the 1997-98 school year for teachers paid on a 21 pay schedule. Teachers electing to so extend their repayment must provide prior written authorization for this purpose). It is further agreed that if any bargaining unit member affected by the agreed upon adjustment to the 1996-97 salary schedule resigns, severs, retires, is laid-off or otherwise separates from the Employer before the entire repayment required herein can be effected, any remaining balance due because of the salary adjustment shall be withheld from such separating member's last pay or any other amounts otherwise due such member.

If the remaining amount such separating person is insufficient to retire the remaining debt to the District, such person shall pay any remaining sum due within 30 days of separation.

In any event, any amounts remaining due the District on December 31, 1997 because of the 1996-97 salary adjustments, shall be paid to the District by January 15, 1998.

2. Salaries (1997/98-2000/01)

The remainder of Appendix C., C.1. is recommended to be as in the CTA. Appendix C., C.2. of the CTA for the 1996-97 school year shall be modified as follows:

- a. Salary for the 1997-98 school year shall be calculated based upon the Unadjusted Salary Schedule (i.e. Section C.(1) (c) of the CTA) plus the total of one-half of one percentage point less than the percentage increase to the per pupil foundation grant received by the District from the state for the 1997-98 school year, as compared to that for the 1996-97 school year, but no more than 4.0%, plus an Early Severance Improvement Factor, if applicable, which shall be paid in the 1997-98 year only at the beginning of the year, plus a \$3,000 adjustment to the resulting MA Max with pro-rata adjustment in all the steps of the schedule.

The remainder of the language in Appendix C.2. is recommended to be as set forth in the CTA as of 1/15/97.

- b. For the 1998-99 school year, a COLA shall be applied which is no less than 2.0% nor more than 4.0%, with the maximum COLA payout to be capped at one-half of one percentage point less than the percent change in the basic per pupil foundation grant paid to the

District by the State for the 1998-99 school year, as compared to that for the 1997-98 school year.

c. For the 1999-2000 school year, a COLA shall be applied which is no less than 2.0% nor more than 4.0%, with the maximum COLA payout to be capped at the percent change in the basic per pupil foundation grant paid to the District by the State for the 1999-2000 school year, as compared to that for the 1998-99 school year.

d. For the 2000-01 school year, a COLA shall be applied which is no less than 2.0% nor more than 4.0%, with the maximum COLA payout to be capped at the percent change in the basic per pupil foundation grant paid to the District by the State for the 2000-01 school year, as compared to that for the 1999-2000 school year.

3. Appendix C., Section D of the CTA is recommended to be modified to read as follows:

For the school years 1997-98 through 2000-01, annual salary improvements as provided in Section C, shall be subject to an additional Early Severance Improvement Factor, which shall be equal to the total of adding one tenth of one percentage point for each bargaining unit member with at least ten (10) years of service in the District who irrevocably tenders his or her resignation as a District Employee during the immediately preceding

school year with said resignation to be effective at the end of the semester in which the resignation notice is tendered and who submits (and does not revoke) the release attached as Appendix \_\_\_\_ hereto. Any Early Severance Improvement Factor required by this provision after the 1997-98 school year shall be applied effective upon the beginning of the second semester for the applicable year, in addition to the COLA for that year.

This provision terminates as of August 15, 2001 and there shall be no Early Severance Improvement Factor applied after the 2000-01 school year.

4. Appendix C.F. of the CTA shall be amended by the deletion of subparagraph F.3. relating to CAPS and as shown on the attached modified CTA document.

E. Longevity Stipend

Bargaining unit members with at least fifteen (15) years of service in the bargaining unit as of the end of the prior school year shall, effective in the 1997-98 school year, receive a longevity stipend in addition to their base salaries and payable on or before December 21st of each year, in accordance with the following schedule:

For the 1997-98 school year	\$300.00
For the 1998-99 school year	\$400.00
For each subsequent school year	\$500.00

F. Insurance Benefits

1. Effective February 1, 1997, or as soon as possible thereafter, the Board shall provide to each unit member upon application and subject to the rules and regulations of the carrier(s), the opportunity to participate in a MESSA Super Care I PAK A, containing the following:
  - a. \$30,000 Term Life Insurance
  - b. MESSA Super Med 1 with MESSA-CARE rider
  - c. Delta Dental Plan 80-80-50 with Orthodontic Rider 0-1
  - d. MVP II - Vision Plan
  - e. Long-term Disability Insurance with a maximum monthly benefit of \$5,000, alcohol/Drugs - 2 years, Mental/Nervous - 2 years, 66 $\frac{2}{3}$ %, Freeze on offsets, 30 day calendar wait in 96-97, 45 calendar day wait for 97-98 and a 60 calendar day wait for 98-99 and each year thereafter.
2. Unit members not electing to receive health insurance from the District through the above PAK, shall receive an annuity contribution of \$1,200.00 per year. When both husband and wife are employees of the District, one spouse must opt for this annuity option.
3. If a unit member retires, the insurance fringe benefits in this section shall continue in effect to the extent required by Public Law 99-



272, Title X ("Cobra") at no expense to the District.

## APPENDIX C

### A. Salaries (General)

1. Five years previous experience allowed normally; this provision may be waived by the Board when it is deemed necessary.
2. Provisions for differentials:

Psychologist - Add \$750.00 to amount scheduled.
3. For salary positions dependent upon semester hours, the following shall apply:
  - a. BA + 10 or hours needed for permanent certification requirements shall be reimbursable.
  - b. BA + 20, BA + 30, MA, MA + 10, MA + 20, MA + 30, Ed. Spec. and PhD, shall be reimbursable if completed as a part of a program leading toward an advanced degree or if approved by the principal as necessary or beneficial to the teachers assigned responsibilities or professional goals.
  - c. Only transcripts on file in the Superintendent's office by October 15 and March 1 shall be counted for pay purposes.
4. Non-teaching experience required for a vocational certificate may be counted in lieu of teaching a course for which federal vocational funds are allowed and

paid. Salary maximums are affected by the provisions and any necessary reductions in salary coincide with changes in teacher schedules.

5. Teachers will have the option to receive his or her salary over 21 or 26 pay periods per year.

B. Cost-of-Living Adjustment Language (computation)

The Cost-of-Living Adjustment shall be determined in accordance with the changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as CPI.

The amount of the COLA added to each step of each salary schedule shall be the dollar equivalent of the percentage increase (rounded to the nearest one-tenth of one percent (0.1%) of the CPI). This percentage shall be determined by subtracting the CPI of June 1996, 1997, 1998 and 1999 respectively, from the CPI of June 1997, 1998, 1999 and 2000 respectively, the difference shall be divided by the CPI of June 1996, 1997, 1998, 1999 respectively. This percentage increase shall be applied to each step of each salary schedule at the start of the second semester of 1998-99, 1999-2000 and 2000-2001 respectively. Subject to Paragraph C., below and the contemporaneously executed Memorandum of Understanding which is incorporated herein, such increases are to be no less than two (2.0%) percent, nor more than four (4.0%) percent.

C.1 Salaries (1996/97)

- a. From August 26, 1996, through November 5, 1996, teachers shall be paid the salaries required by the Judgment entered by the Wayne County Circuit Court in June 1996. Each party realizes that the continuance of the dispute which gave rise to that Judgment will be long and costly and that neither party is guaranteed victory. Moreover, the District firmly believes that it cannot afford to continue to pay those salaries which have resulted from that Judgment. Accordingly, the parties have agreed to balance the right to the salaries currently required by the Judgment with the District's resources and the new State aid formula now in effect, by basing this year's salaries on the "Unadjusted Salary Schedule" set forth in Section B. below, but to not make it effective until the beginning of the second semester of the 1996-97 school year. The result of this resolution is that the salaries for the entire 1996-97 school year will effectively be based upon the below "Adjusted Salary Schedule." In order to achieve the salary payouts for the 1996-97 school year as set forth in this Adjusted Salary Schedule, the parties recognize and agree that as soon as practicable, salary payments during the balance of that year will be reduced.

b. Unadjusted Salary Schedule (1996-97)

The Unadjusted Salary Schedule for the 1996-97 school year, which is

applicable only as of January 17, 1997, is as follows:

STEP	BA	BA/10	BA/20	BA/30	MA	MA/10	MA/20	MA/30	PhD/40
1	27,003	27,813	28,623	29,434	30,250	31,785	32,711	33,639	34,568
2	28,190	29,033	29,883	30,729	31,748	32,702	33,659	34,609	35,564
3	29,381	30,257	31,136	32,022	33,534	34,536	35,544	36,549	37,558
4	31,012	31,937	32,870	32,802	35,607	36,674	37,741	38,814	39,880
5	32,639	33,618	34,601	35,578	37,586	38,317	39,947	41,074	42,213
6	34,274	35,299	36,327	37,354	40,060	41,259	42,461	43,666	44,869
7	36,353	37,440	38,534	39,620	42,730	44,012	45,297	46,575	47,857
8	38,578	39,732	40,889	42,051	45,399	46,762	48,127	49,486	50,847
9	41,243	42,485	43,721	44,960	48,371	49,818	51,270	52,723	54,173
10	43,913	45,199	46,556	47,866	51,336	52,874	54,416	55,954	57,497
11	47,518	48,939	50,373	51,798	56,000	57,205	58,569	59,928	61,440

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves as an elaboration of the parties' intent as to how the COLA language and salary schedules will be determined under the 1997-2001 collective bargaining Agreement (the "Contract") between the Gibraltar Education Association and the Gibraltar School District. Accordingly, the parties understand and agree to the following:

First, the salary payout for the entire 1996-97 school year shall be based upon the salaries in Section C(1)(b) of Appendix C of the Contract. There shall be no COLA made thereto at any time during the 1996-97 school year.

Second, the salary schedule for the entire 1997-98 school year shall be based upon increasing each step of the salary schedule set forth in Section C(1)(c) of Appendix C of the Contract by totaling the following variables: (a) one-half of one percentage point less than

the percent change to the District's basic per pupil foundation grant as received from the State from 1996/97 to 1997/98 but no more than 4.0%; plus (b) one-tenth of a percentage point for each teacher with at least 10 years of service terminating their employment with the District during the 1996/97 school year. Once this calculation is applied to the 1996-97 adjusted salary schedule, \$3,000.00 shall be added to the MA Max and the salary schedule shall be adjusted on a pro-rata basis to reflect that adjustment. Thus, for purposes of (a), if the foundation grant increases by 3.5 percent, the variable for this calculation will be 3.0% (which is still within the 4.0% cap). This variable, however, can never exceed 4.0%. For purposes of (b), if 12 teachers with 10 years of service terminated their employment in the 1996/97 school year, then that variable for this calculation will be 1.2%. (This variable is not capped). In this instance, the calculation would total 4.2% and as result the salary schedule in Section C(1)(c) of Appendix C would be adjusted by 4.2% instead of 3.5%. The \$3,000.00 MA Max adjustment shall also be made. There shall be no COLA made at any time during or for the 1997/98 school year except as described in this paragraph.

Third, in the 1998/99 school year, teachers will for the first semester, continue to be paid pursuant to the salary schedule calculated for the 1997/98 school year. Effective upon the beginning of the second semester, that salary schedule will be adjusted by a COLA of no less than 2.0% but no more than 4.0% with the maximum still capped based on the calculation described as to variable "a" above - so long as the COLA increase is at least 2.0%. It is further understood and agreed that all COLAs (in any year during the life of the Contract) shall be subject to and in accordance with the parameters set forth in Section C of Appendix C.

Fourth, in the 1999/2000 school year, teachers will, for the first semester, continue to be paid pursuant to the salary schedule in effect for the second semester of the 1998/99 school year. Effective upon the beginning of the second semester of the 1999/2000 school year, that salary schedule will be adjusted by a COLA of no less than 2.0% but no more than 4.0%, with the maximum capped at the percent increase to the District's basic per pupil foundation grant as received from the State in that year as compared to the prior year. Thus, if the foundation grant increases by 3.0% but the CPI increases by 3.25%, the COLA applied to the schedule will be 3.0%. If the CPI increases by 2.25% but the foundation grant increases by only 1.75%, then the COLA applied to the schedule will be 2.0%. If the CPI increases by 3.0% and the foundation grant increases by 3.25%, then the COLA applied to the schedule will be 3.0%.

Fifth, in the 2000/2001 school year, teachers will for the first semester, continue to be paid pursuant to the salary schedule in effect for the second semester of the 1999/2000 school year. Effective upon the beginning of the second semester of the 2000/2001 school year, that salary schedule will be adjusted by a COLA of no less than 2.0% but no more than

4.0%, with the maximum capped at the percent increase to the District's basic per pupil foundation grant as received from the State in that year as compared to the prior year.

Sixth, upon the expiration of the Contract and to the extent COLA is still deemed a continuing benefit under the Public Employment Relations Act through case law or statutory changes, the COLA will revert to a minimum payout cap of 2.0% and a maximum payout cap of 4.0%, subject to negotiations and the rights of the parties under the Public Employment Relations Act.

Seventh, in addition to the COLAs for the 1998-99 through 2000-01 school years, there may be an Early Severance Improvement Factor applied and rolled-in to the schedules for those years - also upon the beginning of the second semester. This Factor is calculated pursuant to Section D of Appendix C. It is the parties' intent that the availability of this Improvement Factor only apply to the specific years indicated in the Contract and in no other year, either during or after the term of the Contract.

Eighth, Mr. Filkens is not eligible for the benefits under the Early Severance Improvement Plan. Any teacher who has tendered a resignation notice during the 1996-97 school year prior to the effective date of the Contract but whose resignation has yet to become effective, may however participate in the Early Severance Incentive Plan if he/she rescinds his/her notice and submits a notice pursuant to the terms of the Plan instead.

Ninth, the longevity payments will be lump sum payments of \$300, \$400 or \$500 as applicable in a given year with said annual sums not to be rolled into salaries.

GIBRALTAR EDUCATION ASSOCIATION

GIBRALTAR SCHOOL DISTRICT

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

ARTICLE II  
GENERAL

2.1. Duration. This Agreement, all of its provisions and appendices, shall become effective as of the date of execution and shall continue in effect until midnight, August 15, 2001. Notwithstanding the foregoing however, this Agreement shall not become effective unless and until it is:

- A. Signed by the appropriate Union official(s).
- B. Approved by the Board of the Gibraltar School District by resolution duly adopted.

2.2. Upon written notice to the other party, any time after March 1, 2001, either party may request the opening of negotiations for a new Agreement. Any notices required hereunder shall be sufficient if mailed by certified mail with return receipt requested or hand delivered.

. . .

5.10 Union Rights. The last paragraph of Section 5.10 shall read as follows:

The Board would agree to one (1) hour release time per day for the Union President, provided this time is on school premises without loss of pay or other compensation and at no cost to the Union.

ARTICLE IX  
SCHOOL DAY

9.1 The calendar for each school year will be bargained as required by law. The calendar will reflect at least 185 teacher work days and 180 student/instructional days constituting a minimum of 990 student clock hours.

- A. Whenever the minimum number of student/instructional days and/or student clock hours needs to be increased to comply with the normal State mandated minimums for days and/or hours in order for the District to receive 100% of its State foundation grant, the number of student/instructional days and the numbers of hours of instruction (including student contact) will be adjusted after negotiations with the Union to conform to those requirements - without additional compensation except as provided herein, with the understanding that the number of non-student work days shall remain at five (5) for the life of this Agreement. For each school year that the number of student/instructional days is more than 185 due to the operation of the new State mandates, teachers shall receive additional compensation on a per diem basis for each day that year has over 185 student/instructional days.
  - B. School Counselors, Media Center Specialists, Computer Coordinators and Building Trades II Teachers. The school year will be extended to a maximum of ten (10) days longer than the classroom teachers at the discretion of the Superintendent. Pay shall be determined on a per diem basis.
- 9.2 The students' school day shall conform to current requirements as determined by the Board of Education.
- A. Regular daily hours of employment for classroom teachers shall be a maximum of seven (7) continuous hours except as may be required by 9.1A, with the starting and ending times designated by the administration after conferring with the Union.
  - B. Non-classroom teachers' regular hours shall be  $\frac{1}{2}$  hour longer than classroom teachers. The building administrator may determine to not lengthen the day of the non-classroom teacher. In this case, the non-classroom teacher would not receive a stipend if required to substitute in an emergency situation.
- 9.3 Employees shall be expected to arrive at their respective buildings fifteen (15) minutes prior to the beginning of general classes. This time shall not be considered as prep time unless prep time is scheduled prior to the normal beginning of the student day and it shall be in addition to the day established under 9.2. Normally, employees shall not be assigned specific duties but shall be expected to give reasonable assistance in the maintenance of good order. In the event a student control problem arises, the principal and a Union representative shall meet to arrive at a fair solution to the problem. Employees shall be expected to remain in their classrooms or normal work stations until students have had a reasonable time to



clear the halls. Fifteen (15) minutes of time shall be granted to enable traveling employees to arrive at their next teaching station when scheduled. Special services shall be apportioned to elementary schools equitably. A traveling employee is an employee whose assignment includes more than one (1) building location on any given day.

9.4 Because of their positions, Counselors, Librarians, Social Workers, Consultants, School Psychologists, Homebound Teachers and others holding similar non-classroom responsibilities do not have a specified preparation time. All other employees shall have a minimum of sixty (60) minutes per school day unassigned time for preparation or conference. This time shall include a minimum of thirty (30) minutes per day for duty-free lunch. Thirty minutes includes travel time to and from the teaching assignment in a given building. The thirty (30) minute duty-free lunch period per day shall also be provided to those employees who do not have specified prep time. This provision may be modified in the following ways:

- A. Except for duty-free lunch, the sixty (60) minutes per day may be obtained as an average per week.
- B. The sixty (60) minute shall not be construed as a maximum but excess unassigned time may be used for special duty assignments when actual need so mandates.
- C. Except for the duty-free lunch, the sixty (60) minutes may be reduced on a voluntary basis for lunch hour supervision at the rate set forth in Appendix B.
- D. Non-classroom teachers may be assigned emergency substitute teaching responsibilities if regular substitutes cannot be obtained.
- E. The sixty (60) minutes is based on the teacher assignment and scheduling in the high school. If, through unavoidable necessity deriving from the instructional needs of students or limitations of financial resources, the length of class periods in the high school must be altered, the sixty (60) minutes may be altered accordingly. Any such change however, shall be subject to negotiations between the parties. If no agreement is reached by the parties and at least 24 hours have passed since first meeting, the Board may implement its position and the issue may be submitted to third party binding Arbitration.

9.5 Because of differences between secondary and elementary programs, the following guidelines shall be followed for unassigned time:

- A. In elementary grades where music, art and physical education are assigned and taught by specially certificated teachers, the employee shall be relieved of duty when such classes are in session for the purpose of preparation and consultation time. The principal will make every reasonable effort to attempt consistency for the art, music and physical education employees involved and will attempt to equitably distribute the preparation time for the art, music and physical education employees throughout the week.
- B. For each day that school is in session, traveling employees shall be granted the same duty-free lunch period as other employees, exclusive of travel time between buildings.
- C. Before elementary employees are scheduled for playground duty, the principal will explore with the appropriate Union representative, alternatives to insure the employees are scheduled for direct instruction of pupils to a maximum extent. Aides or parent volunteers will be used to supervise the students, if possible.

Sections 9.6 through 9.16 shall be as in the old Contract.

It is recommended that the language of Article XXI on Class Size shall be as presented in the CTA.

It is recommended that Article XXIV on Leaves of Absence shall be as presented in the CTA except that Section 24.1.D. shall read as follows:

24.1.D. Short Term Sick Leave

- 3.a. Teachers shall accumulate unused sick days, personal business days and curriculum study days. These days shall accumulate up to a maximum of sixty (60) days.
- b. Teacher may sell back any of their accumulated days in excess of thirty (30) of one-half of that year's base rate for non-certified substitute teachers, provided notification is given to the business office by May 15 of that year. Payments shall be made no later than June 30.

It is recommended that the language of Article XXVI on Retirement of Teachers shall be as presented in the CTA.

It is recommended that the language of Appendix H on Temporary Early Severance Incentive Plan shall be as presented in the CTA.

#### APPENDIX A

The Fact Finder recommends that the calendars for the 1997-98, 1998-99, 1999-2000 and 2000-2001 school years shall be bargained by Helen Brish, Barbara Golembiewski, Rose Crane, Donald Pobuda, and Stanley Kochanski and shall become part of the collective bargaining Agreement upon subsequent approval by the Board of Education.

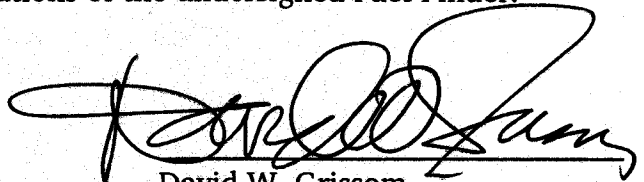
It is recommended that Appendix B shall be the same as presented in the CTA except for Paragraph 9 which shall state as follows:

9. Teachers may accept an extra-contractual class above the normal work day schedule. It is clearly understood the teacher work day is extended the equivalent time beyond the normal work day.

Long period - 55 minutes	.170
Short period - 45 minutes	.145

It is recommended that the CLASS SIZE MEMORANDUM OF AGREEMENT shall be as presented in the CTA.

These are the complete Recommendations of the undersigned Fact Finder.



David W. Grissom  
Fact Finder

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