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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT FINDING  
BETWEEN:

GRASS LAKE COMMUNITY SCHOOLS (BOARD)

MERC CASE  
NO. L77-E512-A

-and-

JACKSON COUNTY EDUCATION ASSOCIATION  
(ASSOCIATION)

Mario Chiesa

Grass Lake Community Schools

INTRODUCTION

Pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Commission's regulations, a Fact Finding hearing was held regarding matters in dispute between the above mentioned parties. Pursuant to adequate notice, the hearing commenced at 6:00 p.m. in the Grass Lake High School Library, Grass Lake, Michigan on January 31, 1978.

The undersigned, Mario Chiesa, is the Fact Finder herein

APPEARANCES

FOR THE BOARD:

Darrel D. Jacobs  
Jacobs & Ward  
Suite 808  
151 South Rose Street  
Kalamazoo, Michigan 49006

Michigan State University

FOR THE ASSOCIATION:

Eric B. Hansen  
Associate Executive Director  
Jackson County Education Association  
404 McNeal Street  
Jackson, Michigan 49203

### HISTORY

The petition for Fact Finding indicates that the unit involved herein consists of approximately 49 employees. The prior Collective Bargaining Agreement terminated on August 15, 1977. The agreement was of a one year duration. Further, there was a short work stoppage involved subsequent to the termination of the prior Collective Bargaining Agreement and prior to the institution of the Fact Finding procedures. There being an impasse, a petition for Fact Finding was filed by the Association and received by the Michigan Employment Relations Commission on November 2, 1977.

### COMPARABLES

As is customary, both parties submitted a list of districts they contend are comparable to the district of Grass Lake, for the purposes of this hearing. As is also customary, the parties disagreed as to which districts should be considered comparable to Grass Lake.

The Association presented data derived from the other school districts contained in Jackson County. The districts are Michigan Center, Vandercook Lake, Northwest, East Jackson, Columbia, Hanover-Horton, Jackson, Springport, Western, Napoleon, and Concord. The Association maintains that the above-mentioned districts are the ones surrounding Grass Lake and located in Jackson County. It maintains that the geographic location is extremely important for it establishes the market area in which the districts, along with Grass Lake, must operate. It maintains that the differences in size which exist between some of the districts should not be considered fatal to their alleged comparable status because the services performed by teachers in the

smaller districts are essentially the same and just as important as the services performed by the teachers in the larger districts. The Association also maintains that teachers employed in Grass Lake must purchase goods and services in the same area as the other teachers employed by the remaining districts in Jackson County.

Stating several reasons, the Board disagrees with the assertions made by the Association.

The Board has chosen as comparables the districts of Pewamo-Westphalia, Litchfield, Dansville, Concord, Schoolcraft, Godfrey-Lee, Dryden, Whitford, North Muskegon, Colon, Mendon, Akron-Fairgrove, Lawton and Whitmore Lake. Only one of the Board's choices, Concord, is located in Jackson County.

The Board maintains that the comparables it tenders are more relevant than those submitted by the Association. The Board states that the districts which it has offered are from areas which surround middle cities, such as the city of Jackson. It maintains that small schools, such as Grass Lake, must spend a larger percentage of their education dollars on administration and support services, than do larger schools. Thus, it concludes that Grass Lake should only be compared to districts which have characteristics as stated by the Board. The characteristics established by the Board in arriving at their list of comparable districts include: student population between 750-1,250, because Grass Lake's population is 975; state equalized valuation behind each student of \$19,000-\$30,000; rural village district within 25 miles of an urban center.

Applying the guidelines it established, the Board has constructed a list of comparables which is comprised of the districts stated above.

It maintains that the use of the above-stated criteria establishes a more meaningful list of comparables than that submitted by the Association. It further maintains that the Association's list of comparables projects a skewed picture of the community's efforts to support education. It maintains that districts, such as Jackson Public, with a student population of 11,395, and Northwest with almost 4,000 students, should not be compared with Grass Lake, which is the smallest district in the county.

Again, as is generally the case, both parties have stated positions which contain considerable merit. There is no question that the Board's position is the result of a logical process that cannot be denied. The economies of scale and the expenditure patterns which are unique to small districts cannot be ignored. Further, the comparison of Grass Lake to districts which fall within the parameters as established by the Board, seem very reasonable. Yet, the criteria established by the Board does ignore the differences in both cost of goods and services and income that may exist in different parts of the state. Except for Concord, each of the districts listed by the Board are not in Jackson County.

The comparables as submitted by the Association are also the product of reasonable analysis. It is true that one of the items of comparability is the geographic location of the district in question. There is no doubt that Grass Lake's location in reference to the location of the other districts in Jackson County establish at least a partial comparable basis for the comparison of Grass Lake with other Jackson County districts. Of course, the Association's position does tend to negate the differences that may exist between large and small districts in the area of allocation of expenditures.



In the numerous Fact Finding hearings that your Fact Finder has been involved in, he has been presented with the proposition that districts are comparable to the district in question because of numerous factors. The factors have ranged from SEV per student, total SEV, student population, district area, transportation necessities, location in relation to major municipal areas, number of personnel, projected district growth or decline, and many other items. It is obvious that the evidence does not elucidate on each of these items, nor is it expected that it would.

Nevertheless, your Fact Finder cannot take the position that he should accept the comparables suggested by the Board at the expense of rejecting those presented by the Association. Nor can he state that he will accept the Association's at the expense of ignoring those submitted by the Board. The Association's comparables were established as a result of applying a reasonable standard. The Board's comparables are likewise the result of a reasonable analytical effort.

Surgical precision cannot be applied in such matters and your Fact Finder cannot take the position that the Board's comparables should be allocated 70% of the persuasive power, while the Association's comparables should be allocated 30% of the persuasive power, or vica versa. This is just impossible.

In the final analysis, your Fact Finder can state that he has considered the evidence introduced regarding all of the alleged comparable districts, keeping in mind the arguments the parties have stated regarding their own comparables and those introduced by the opposite party.

#### ABILITY TO PAY

The Association has taken the position that the Board has an adequate ability to pay, even if the Board agreed to each of the

proposals submitted by the Association.

The Association has shown that since 1970-1971, Grass Lake's fund equity has grown from \$117,995.00 to a current fund equity of \$228,643.00. It maintains that these figures show a growth of 33.9%. The Association has also established that the fund equity of Grass Lake, the smallest district in the county, ranks 8th out of 12 districts. The evidence further establishes that in the area of operating expenditures for 1976-1977, Grass Lake ranked at the bottom of all the districts in Jackson County. Further, the Association's evidence establishes that when based on the figure of fund equity per teacher, Grass Lake ranks 4th in Jackson County. Additionally, the Association's evidence establishes that when fund equity is expressed as a percentage of total expenditures, Grass Lake ranks 2nd in Jackson County. The Association also introduced evidence which tended to establish the inaccuracy of the Board's previous budget figures. The evidence establishes that since 1973-1974, the Board has under-established revenue on at least three occasions, while over-estimating it on one occasion. In the area of projected expenses, during the same period of time, the Board has overestimated expenses in three of the four years, while in the fourth year, the Board has underestimated expenses. When dealing with gain or loss, the Board has consistently underestimated projected gains and overestimated projected losses. It should be noted that your Fact Finder has no quarrel with an established business practice of underestimating revenue and overestimating expenses. The evidence introduced by the Association apparently is directed at establishing that the Board will have more money available and less expenses than it has heretofore projected.

The Board's evidence establishes that approximately 69% of every school dollar in 1976-1977 was expended for salaries. Out

of the salary dollars, and for the same year, 72% of the money was allocated for certified personnel. The Board's evidence further establishes that through the year 1976-1977, and including the budgeted projection for 1977-1978, general fund expenditures have grown from \$893,906.00 since 1972-1973, to the projected figure of \$1,414,152.00 for 1977-1978. The Board points out that it has budgeted income at \$1,414,152.00. This total figure is the result of combining \$773,768.00 of local money, \$549,323.00 of state money, \$38,224.00 in federal money, \$5,100.00 from the intermediate school district, \$2,000.00 from other revenue and the transfer of \$84,237.00 from fund equity. It points out that the State of Michigan will supply a slightly greater percentage of total revenues, 40.7% versus 39.1%, in 1977-1978 than in 1976-1977, due to an increase in local millage and a \$23,000.00 Chapter III grant. The Board also points out that student population has been steadily declining in Grass Lake. Its evidence establishes that in 1972-1973, the number of students in the district was 1,025 and that the figure has declined to 975 for 1977-1978. Obviously, this will amount in a reduction in revenue. The district further points out that utilities cost the district \$19,111.00 in 1972, and in 1977, this cost is projected to reach \$77,700.00.

The Board maintains that a relatively large portion of its budget is tied up in fund equity. The equity account equals \$228,643.00. It maintains that the equity includes monies that are due the district, but are not in hand. The evidence establishes that \$173,966.00 of the fund equity is comprised of delinquent taxes and \$70,607.00 is the result of unamortized buses. The Board further maintains that the Jackson County Board of County Commissioners is destined to establish a delinquent tax revolving fund, but up to this point, has not done so. Further, it does not

appear that the fund will be established during the school fiscal year.

The evidence establishes that Grass Lake has .75 mills allocated to building and grounds renovation. The evidence shows that this millage produces approximately \$21,000.00 based on the current SEV. The Board maintains that this amount of money is sorely inadequate in dealing with the needs of the district. It points out that it will cost approximately \$208,273.00 to perform some of the repairs and procedures that are currently necessary. It maintains that this year \$11,199.00 has already been deducted from the renovation fund. The evidence establishes that in 1974, the taxes receivable equaled \$57,223.00, while the fund equity was \$167,081.00. These figures rose to \$98,275.00 and \$190,007.00 respectively for 1975. In 1976, taxes receivable were \$146,413.00, while the fund equity was \$137,759.00. For 1977, taxes receivable were \$173,966.00, while the fund equity was \$228,643.00. The Board states that under its projected budget, the fund equity for 1978 will fall to \$144,406.00. It maintains that if every need of the district is met, the fund equity will equal a negative \$28,217.00 for 1978.

In the final analysis, the Board states that it cannot afford to absorb the cost of the demands made by the Association.

Before any of the evidence is discussed, ability to pay should be placed in its proper perspective. Oftentimes it has been urged that ability to pay should not be considered because if the other evidence establishes that a salary increase or increased benefits are in order, they should not be withheld in light of an employer's inability to absorb the cost. On the other hand, many employers have taken the position that ability to pay is paramount and if the ability is depressed, all other considerations must be placed on the back burner. Of course, both approaches

are simplistically stated, but have indeed been suggested in the past.

An employer's ability to pay is a consideration, like any other consideration that must be recognized in formulating Fact Finding recommendations. For instance, in Section 9 of Act 312 of Public Acts of 1969, as amended, ability to pay is listed as one of the items that must be considered, along with numerous other items. That statute does not make ability to pay the paramount consideration, nor does it relegate it to a subordinate position. Basically, ability to pay will be considered as an equal consideration, along with all the other considerations that are placed before this Fact Finder. This approach may be modified depending upon many factors and historical trends. In the present situation, however, ability to pay ranks equally with other considerations.

The evidence does establish that the declining enrollment exhibits the potential of lessening the amount of revenue received by the school district. Further, the increased cost of utilities along with the stated necessary repairs and renovations place an additional strain on the school district's finances.

Nevertheless, throughout the recent years, the Board has enjoyed a steadily increasing fund equity. It may be true that the equity is not comprised of cash in hand, but most equities are not. The money that is due regarding delinquent taxes and the unamortized buses is money that eventually will be received. Even though it will not be established during this fiscal year, the delinquent tax revolving fund is also in the works. While it is true that the renovations and repairs stated by the school district are needed, some of them, when compared to other categories of expenditures, must be deferred until a future time.

Your Fact Finder is well aware of the reduction in economic efficiency suffered by a small district as opposed to a large district. Certainly, this has been kept in mind when analyzing the financial data.

In the final analysis, your Fact Finder cannot conclude that the district is in a sound financial condition. Nevertheless, he cannot further conclude that the financial condition is such that it negates the recommendations contained in this opinion. The recommendations contained in this opinion are neither exorbitant nor unsupportable by the data regarding both the districts introduced by the Board and the districts introduced by the Association. The evidence is overwhelming that the recommendations contained herein should be adopted.

Regarding the district's financial condition, your Fact Finder must take this opportunity to state that the taxpayers in this district take a long and hard look at the position which they have held in the past. When millages are voted on each year, it makes it extremely difficult for a Board of Education to adequately budget and arrange its financial landscape. Further, there may be a pressing need for increased support of education in this district. As stated, the recommendations contained herein are not exorbitant or extraordinary and closely followed the established patterns.

#### SPECIFIC ISSUES

The following list contains an enumeration of the specific issues that are in contention.

1. Duration of Collective Bargaining Agreement
2. Salary
3. Health Insurance
4. Dental Insurance
5. Insurance Options
6. ✓ Schedule B - Driver's Education
7. ✓ Class Size

8. Inclement Weather
9. Transfer of Staff
10. ✓ Sick Leave - Blue-Flu Clause
11. ✓ Sick Leave Accumulation
12. ✓ Sick Leave Pay Off - Lifo
13. ✓ Grade Splits
14. ✓ Child Care
15. Arbitration
16. Retroactivity

#### ISSUE - DURATION OF COLLECTIVE BARGAINING AGREEMENT

The prior Collective Bargaining Agreement had a duration of one year.

#### PARTIES' POSITIONS:

The Board takes the position that the new Collective Bargaining Agreement should have a duration of three years.

The Association takes the position that the new Collective Bargaining Agreement should have a duration of two years.

#### EVIDENCE AND ARGUMENTS:

The Board states that a three-year agreement would present many advantages to the parties. It points out that if a three-year agreement were executed, the Board would be in a position of calculating and projecting its costs and thus being able to budget therefor. Also, it states that since millage elections are conducted on an annual basis, the Board would be in a better position to approach the citizens of the district in asking for any millage continuance or increase. The Board also points out that the prior Collective Bargaining Agreement expired in August of 1977, and thus if a new two-year Collective Bargaining Agreement were executed in May, in effect, the parties would enjoy the benefits of an agreement with a duration of slightly more than one year. The Board points out that a three-year agreement would be more conducive to labor peace than the two-year agreement proposed by the Association.



The evidence establishes that historically all Collective Bargaining Agreements in Grass Lake have had a duration of one year. Further, the evidence establishes that out of all of the districts in Jackson County, only Jackson has a Collective Bargaining Agreement which is also settled for 1979-1980.

The Association argues that the economic conditions are such that it would be impossible to properly forecast economic resources and needs in order to arrive at a three-year agreement. It points out that historically Grass Lake has had one-year agreements and any multi-year agreement would be a deviation from the historical pattern.

FINDINGS OF FACT AND RECOMMENDATIONS:

There can be no question that the three-year agreement proposed by the Board would provide greater labor peace than the two-year agreement proposed by the Association. This is a very important consideration.

Nevertheless, your Fact Finder must reluctantly deny the Board's proposal.

The evidence indicates that only one district in Jackson County has a Collective Bargaining Agreement which has settled the year 1979-1980. It is unknown the duration of the Collective Bargaining Agreements that exist in the communities offered by the Board as comparables.

Thus, the evidence does not allow your Fact Finder to make recommendations regarding a three-year agreement and when presented with such a circumstance, can only recommend a two-year agreement.

## ISSUE - SALARY

### PRIOR COLLECTIVE BARGAINING AGREEMENT:

Attached hereto are Schedules A, B, C, D, E and F, which are copies of the Board's salary proposal for 1977-1978, 1978-1979 and 1979-1980. On Schedules A and B, there appears the salaries which existed in 1976-1977.

### PARTIES' POSITIONS:

The Association's proposal is attached hereto as JCEA Exhibit 01 and 02.

The Board's proposal for the various years is also attached hereto as aforementioned in the previous section.

### EVIDENCE AND ARGUMENTS:

The Association's proposal contains an alteration wherein the salary tracks would be modified by the inclusion of a BA+18, or a BA+30 - MA schedule and an MA+15/BA+45 schedule. The Association maintains that this is necessary because teachers spend exceptional amount of time and money returning to school and sharpening their skills.

The Association introduced scattergrams indicating the number of teachers in each position in the salary scale. Further, it introduced evidence regarding the cost of its proposal. The cost of the Association's proposal for 1977-1978 would be \$711,292.00. The Association contends that the cost of the Board's proposal for the same year would be \$672,515.00.

The Association's evidence establishes that the average percentage increase for 1977-1978 over the previous year would be 10% exclusive of increments. Its evidence further establishes that the average percentage increase offered by the Board's proposal for the same year would be 4.6% exclusive of increments. The

Association's evidence shows that the average percentage increase per teacher on the BA scale for 1977-1978 would be 10%; while on the MA scale it would be 9.9%. Its evidence further shows that the average percentage increase per teacher on the Board's proposal for the same year would be 4.4% on the BA scale and 4.7% on the MA scale.

The evidence introduced by the Association also establishes that for 1977-1978 the District of Columbia received a 7% increase; Concord 6.5%; East Jackson 7%; Jackson 6%; Michigan Center 6.5%; Napoleon 7%; Northwest 7%; Springport 7%; Vandercook Lake 6.5%; Western 6.85%. The total average increase, exclusive of increments, was 6.75%.

The Association's evidence goes on to show that in the District of Columbia for 1977-1978, including increments, the BA scale received an increase of 11.3%, while the MA scale received an increase of 11.4%. In Concord the percentages were 10.5 and 10.7. In East Jackson, the increases were 10.9% for the BA scale and 11.1% for the MA scale. In Jackson, the increase was 11.1% for the BA scale and 11.6% for the MA scale. Michigan Center granted an increase of 10.7% on the BA scale and 10.7% on the MA scale. Napoleon's increase was 10.9% on the BA scale and 11.2% on the MA scale, while Northwest's increase was 11.3% on the BA scale and 11.4% on the MA scale. Springport had an increase of 10.8% on the BA scale and 10.8% on the MA scale, while Vandercook Lake had an increase of 10.6% on the BA scale and 10.8% on the MA scale. Finally, the increase in Western was 11.3% on the BA scale and 11.3% on the MA scale. The evidence establishes that the Association's proposal would grant an average increase of 14.3% on the BA scale and 14.2% on the MA scale, while the Board's proposal would grant an increase of 8.5% on the BA scale and 8.8%

on the MA scale.

The Association also introduced evidence regarding the strength of the BA and the MA salary scales.

In the rankings offered by the Association, in 1976-1977, Grass Lake ranked 4th, in the BA minimum, while in 1977-1978, the Association's offer would increase that rank to 2nd, while the Board's offer would lower that rate to 8th. At the BA maximum in 1976-1977, Grass Lake enjoyed a rank of 5th, while the Association's offer would increase that rank to 4th and the Board's offer would lower it to 6th. Regarding the MA minimum, in 1976-1977, Grass Lake enjoyed a rank of 4th, while the Association's offer would increase that rank to 3rd and the Board's offer would maintain the rank at 4th. In the area of MA maximum, in 1976-1977, Grass Lake ranked 6th, while the Association's offer would raise this rank to 4th and the Board's offer would lower the rank to 8th.

The Association introduced much evidence directed at the Board's ability to pay, but this evidence was previously discussed and will not be reiterated at this point.

The Association introduced evidence regarding the percentage increases allowed other employee groups in Grass Lake Schools for 1977-1978. The maximum was 34.1% for a first step secretary to a minimum of 5.5% for a dishwasher. The average increase was 15.5%.

The Association's evidence establishes that only one other district in Jackson County has a BA+ salary track, while exactly half of the districts have a MA+ track.

The Association's evidence further establishes that the average total increase of its proposal for 1978-1979 would be 10.8%, while the Board's proposal would afford a total average

increase of 3.3%. The figures per teacher would be 10.8% in the BA schedule and 10.8% in the MA schedule. The percentage increase per teacher via the Board's offer would be 3.4% in the BA schedule and 2.9% in the MA schedule.

Further, the Association introduced evidence regarding the increases that were afforded teachers in other districts in Jackson County for 1978-1979. Teachers in Columbia and Vandercook Lake would receive a 7% increase, while the teachers in Jackson would receive a percentage increase equal to the percentage increase in state aid formula, but not less than 5% or more than 7%. In Napoleon teachers would receive a percentage increase equal to the percentage increase in the CPI.

The evidence further establishes that the only settlement in Jackson County for 1979-1980 is Jackson and the increase provided for would be a percentage equal to the percentage increase in the state aid formula, but not less than 4 1/2% and no more than 7 1/2%. The Board's evidence shows that the cost of its proposal for 1977-1978 would be \$672,985.00, while the cost of the Association's proposal would be \$707,348.00. For 1978-1979, the Board's proposal would cost \$716,720.00, while the Association's proposal would be \$800,849.00. For 1979-1980, the figures would be \$775,290.00 and \$907,000.00.

When using the comparables submitted by the Board, at the BA minimum, the Board's offer would rank 4th. At the BA maximum, it would rank 3rd, while at the MA minimum, it would rank 2nd. At the MA maximum, it would rank 4th. It should be noted that the above figures are for 1977-1978 and that regarding the MA maximum, the figure used by the Board for its proposal is \$17,275.00 while in its actual salary proposal the figure it proposes is \$17,225.00.

The Board also introduced evidence regarding the rank that its offer holds in comparison to the other districts in Jackson County. This evidence duplicates that introduced by the Association.

The evidence supplied by the Board indicates that Grass Lake is the smallest school district in Jackson County. The district is centered around the village of Grass Lake; has a current enrollment of 975 students and is 13 miles from the downtown area of City of Jackson. The Board establishes that the village of Grass Lake is in a state of change from a localized cultural district to a bedroom community. Neither the school district, nor the village appear to be growing. The school district is suffering problems of declining enrollment. The Board maintains that since the decline in enrollment is scattered throughout the various grade levels, the reduction in staff that would occur in larger schools cannot be implemented.

The Board also introduced evidence regarding the historical rank that was held by Grass Lake in the areas of BA minimum, BA maximum, MA minimum and MA maximum for the years 1972-1973, 1973-1974, 1974-1975, 1975-1976 and 1976-1977. For the BA minimum, the rank for the various years was 8, 11, 7, 6 and 4. For BA maximum, the ranks were 10, 11, 8, 7 and 6. For the MA minimum, the ranks were 7, 11, 6, 5, and 4. For the MA maximum, the ranks were 10, 10, 8, 7, and 7. The Board maintains that its proposal would place Grass Lake in the 8th position on the BA minimum, 7th on the BA maximum, 4th on the MA minimum and 8th on the MA maximum. It maintains that it is not reasonable to expect the smallest district in Jackson County to pay the salaries proposed by the Association.

#### FINDINGS OF FACT AND RECOMMENDATIONS:

As a result of the unfortunate recommendation that your Fact Finder was forced to tender regarding the duration of the Collective Bargaining Agreement, this discussion can only concern 1977-1978 and 1978-1979.

The first item that should be addressed is the Association's proposal to increase the number of salary tracks. The evidence establishes that only a very small number of districts in Jackson County have a BA+ track, while approximately half have a MA+ track. Your Fact Finder agrees that teachers must spend extra time and money in maintaining their status, but he cannot agree that the additional tracks should be implemented. The evidence introduced at the hearing does not establish that the additional tracks are common occurrences in Jackson County. Without showing that a substantial number of comparable communities have such tracks, or without additional convincing evidence to show that such tracks are needed, your Fact Finder will not recommend an alteration of the basic structure of the salary schedule.

As a preliminary matter, the argument regarding increment increases should be discussed. The Board maintains that an increment increase is new money to the teacher and a real cost to the Board and, thus, it should be considered in any salary increase. The Association maintains that an increment is built in to the salary schedule and does not represent an increase which was designed to alleviate the pressures of inflation.

There can be no doubt that the increment increase represents additional income to the teacher and additional cost to the Board. Further, there is no question that the amount of the increment increase or whether there should be any at all, is a subject for bargaining and, thus, is not unapproachable by the parties. Yet,



it must be kept in mind that the increment increases were established to compensate a teacher for the experience the teacher has gained in the district. The contention is that the greater amount of time a teacher spends in the district increases that teacher's efficiency, competency and makes the individual a much better instructor. Thus, in the final analysis, it would be reasonable to conclude that the increment increases were not designed to afford a teacher a salary increase which was designed to compensate for the economic pressures which exist in our environment. The increment increase was designed to compensate experience. Nevertheless, the cost of the increment must be kept in mind. Just to serve the purposes of uniformity, any recommendations made by your Fact Finder will be expressed as a percentage increase exclusive of increments.

The Board has relied on the salary figures that exist in communities which it has deemed comparable even though the communities may be located outside of Jackson County. In this regard, the evidence shows the rank that the Board's proposal would hold in relation to these communities and the salary figure paid in those communities. The percentage increase which resulted in the salary figure shown has not been offered by the Board. Further, the historical standing that Grass Lake held regarding these comparable communities is unknown. If we confine our discussions to purely dollar figures, there can be no question that the Board's offer compares very favorably with the salaries that exist in the communities it alleges comparable. Yet, this only answers half of the question. While the evidence regarding the Board's alleged comparables was carefully considered, the limitations inherent therein are quite obvious.

Looking directly at the offers submitted by the parties, and confining ourselves to the first year of the Collective Bargaining Agreement, it becomes apparent that the Association's offer is highly inflated. Its offer represents a 10% increase in both the BA and MA tracks, exclusive of increments. The evidence introduced by the Association does not in any manner suggest that the Association's proposal should be accepted. The evidence clearly establishes that no district in Jackson County received a salary increase of more than 7% during 1977-1978. Further, there was nothing in the record which suggests that teachers employed in Grass Lake should be afforded a salary increase which is much higher than the average increase afforded teachers in other Jackson County districts. Thus, your Fact Finder thoroughly rejects the Association's offer.

By the same token, the offer submitted by the Board for the same year represents a total average increase in salary excluding increments of 4.6%. The percentage increase is totally inadequate when compared to the percentage increase that was granted teachers in other Jackson County districts. It is unknown what percentage increase was afforded teachers employed by the districts which the Board contends are comparable. Thus, as an initial matter, your Fact Finder must reject both parties' proposals for the year 1977-1978.

Concord, Springport and Vandercook are districts in Jackson County which are very close, size-wise, to Grass Lake. It should be noted that the average increase granted by these three districts was approximately 6.67%.

After thoroughly analyzing the evidence and arguments, your Fact Finder recommends that a 6.5% increase be applied to each step of the BA and MA schedules for 1977-1978.

The Fact Finder's recommendation would mean that the BA minimum would be \$10,400.00, while the BA maximum would be \$16,460.00. The MA minimum would be \$11,076.00, which for some reason is less than that suggested by either party, while the MA maximum would be \$17,477.00.

Obviously, your Fact Finder's recommendation, cost-wise, would fall between the cost of the Association's proposal and the Board's proposal. However, your Fact Finder's recommendation would encompass a cost which would be much closer to the Board's proposal than it would be to the Association's proposal.

When your Fact Finder's recommendation is compared to the rank standings of the other settled districts in Jackson County, it becomes apparent that at the BA minimum, the recommendation would rank 5th, while at the BA maximum, it would rank 6th. At the MA minimum and maximum, your Fact Finder's recommendation would rank 6th. It should be noted that these rankings are completely in accord with the historical pattern established in the district.

When compared to the districts offered by the Board as comparables, it becomes apparent that at the BA minimum, your Fact Finder's recommendation would rank 2nd. At the BA maximum, the recommendation would rank 3rd, at the MA minimum, it would rank 2nd and at the MA maximum, it would rank 4th. In all cases, except the MA minimum, your Fact Finder's recommendation does not change the rank held by Grass Lake, if the Board's proposal were adopted.

It was also stated at the hearing that your Fact Finder could take notice that the consumer price index for the area increased approximately 6% during the last year. Thus, the

increase afforded by the recommendation would more than make up for the increase in the CPI.

Further, when considered in light of the average increase, 6.75%, received by all other settled districts in Jackson County, your Fact Finder's recommendation compares very favorably.

While a number of the other districts in Jackson County received increases of approximately 7%, your Fact Finder does not feel that 7% would be a reasonable figure in this matter. First, Grass Lake is the smallest district in the county and is suffering from declining enrollment. Additionally, if your Fact Finder's recommendation is compared only with the smaller districts in Jackson County, it becomes apparent that the recommendation is extremely competitive.

Looking to the recommendation for the year 1978-1979, it again becomes apparent that the Association's proposal is greatly inflated. The proposal seeks an average increase of 10.8% exclusive of increments and is totally unsupported by the evidence in this record. By the same token, the Board's proposal offers an increase of about 3.3%. While the Association's proposal is extremely inflated, the Board's proposal is just not competitive with the figures available for 1978-1979.

Vandercook Lake granted an increase of 6.5% in 1977-1978 and 7% in 1978-1979. In addition, the district of Columbia granted a 7% for both years. Information is available for two other districts, Jackson and Napoleon, but their specific increases are controlled, within limits, by the state aid formula and the consumer price index respectively. Whether the 7% increase in Vandercook Lake could be considered as a parallel which must be followed in Grass Lake is doubtful. Vandercook Lake, according to the record, has always been ranked near the bottom of all the districts in Jackson County.

Nevertheless, out of all the districts which have settled for 1978-1979, none of them have settled for a salary with a stated percentage which is under 7%. In the case of Jackson, the salary increase will be somewhere between 5% and 7%. In the case of Napoleon, the salary increase will be based on the percentage increase in the CPI.

After reviewing what little evidence is available regarding the second year of the Collective Bargaining Agreement, your Fact Finder recommends that a 7% salary increase be afforded each step of the salary scales. This proposal was arrived at by considering the increases which were granted by other districts for 1978-1979. It must be understood that the recommendation offered by your Fact Finder is based on much less evidence than the recommendation offered for the first year of the Collective Bargaining Agreement. Nevertheless, the evidence does indicate that a 7% increase would be equitable.

A 7% increase is in keeping with the increases that have been granted by other districts in Jackson County for the year 1978-1979.

A

B.A. SCALE  
BOARD SALARY PROPOSAL WITH INCREMENT  
1977-1978

STEP 1976-1977	SALARY 1976-1977	STEP 1977-1978	BOARD SALARY PROPOSAL 1977-1978	DOLLAR GAIN	PERCENT GAIN
		1	\$10,215	NEW TEACHERS	
1	\$ 9,765	2	10,495	\$ 730	7.48
2	10,025	3	10,775	750	7.48
3	10,458	4	11,325	867	8.29
4	10,978	5	11,875	897	8.17
5	11,469	6	12,425	956	8.34
6	11,960	7	12,975	1,015	8.49
7	12,480	8	13,525	1,045	8.37
8	13,001	9	14,075	1,074	8.26
9	13,521	10	14,825	1,304	9.64
10	14,041	11	15,575	1,534	10.93
11	14,734	12	16,325	1,591	10.80
12	15,455	12	16,325	870	5.63
Average Teacher Raise				\$1,053	8.49%

M.A. SCALE  
BOARD SALARY PROPOSAL WITH INCREMENT  
1977-1978

STEP 1976-1977	SALARY 1976-1977	STEP 1977-1978	BOARD SALARY PROPOSAL 1977-1978	DOLLAR GAIN	PERCENT GAIN
		1	\$11,115	NEW TEACHERS	
1	\$10,400	2	11,395	\$ 995	9.57
2	10,632	3	11,675	1,043	9.81
3	11,094	4	12,225	1,131	10.19
4	11,647	5	12,775	1,128	9.68
5	12,220	6	13,325	1,220	9.04
6	12,740	7	13,875	1,135	8.91
7	13,347	8	14,425	1,078	8.08
8	13,896	9	14,975	1,079	7.76
9	14,445	10	15,725	1,280	8.86
10	14,990	11	16,475	1,485	9.91
11	15,680	12	17,225	1,545	9.85
12	16,410	12	17,225	815	4.97

Average Teacher Raise      \$1,161      8.89%

Cost B.A. and M.A. Combined \$672,985



B.A. SCALE  
BOARD SALARY PROPOSAL WITH INCREMENT  
1978-1979

STEP 1977-1978	SALARY 1977-1978	STEP 1978-1979	BOARD SALARY PROPOSAL 1978-1979	DOLLAR GAIN	PERCENT GAIN
		1	\$10,640	NEW TEACHERS	
1	\$10,215	2	10,920	\$ 705	6.90
2	10,495	3	11,200	705	6.72
3	10,775	4	11,750	975	9.05
4	11,325	5	12,300	975	8.61
5	11,875	6	12,850	975	8.21
6	12,425	7	13,400	975	7.85
7	12,975	8	13,950	975	7.51
8	13,525	9	14,500	975	7.21
9	14,075	10	15,250	1,175	8.35
10	14,825	11	16,000	1,175	7.93
11	15,575	12	16,750	1,175	7.54
12	16,325	12	16,750	425	2.60
Average Teacher Raise				\$ 771	7.37%

D

M.A. SCALE  
BOARD SALARY PROPOSAL WITH INCREMENT  
1978-1979

STEP 1977-1978	SALARY 1977-1978	STEP 1978-1979	BOARD SALARY PROPOSAL 1978-1979	DOLLAR GAIN	PERCENT GAIN
		1	\$11,540	NEW TEACHERS	
1	\$11,115	2	11,820	\$ 705	6.34
2	11,395	3	12,100	705	6.19
3	11,675	4	12,650	975	8.35
4	12,225	5	13,200	975	7.98
5	12,775	6	13,750	975	7.63
6	13,325	7	14,300	975	7.32
7	13,875	8	14,850	975	7.02
8	14,425	9	15,400	1,175	8.26
9	14,975	10	16,150	1,175	7.85
10	15,725	11	16,900	1,175	7.47
11	16,475	12	17,650	1,175	7.13
12	17,225	12	17,650	425	2.46

Average Teacher Raise      \$ 950      7.01%

Cost B.A. and M.A. Combined \$716,720

E

B.A. SCALE  
BOARD SALARY PROPOSAL WITH INCREMENT  
1979-1980

STEP 1978-1979	SALARY 1978-1979	STEP 1979-1980	BOARD SALARY PROPOSAL 1979-1980	DOLLAR GAIN	PERCENT GAIN
		1	\$11,400	NEW TEACHERS	
1	\$10,640	2	11,680	\$1,040	9.77
2	10,920	3	11,960	1,040	9.52
3	11,200	4	12,510	1,310	11.70
4	11,750	5	13,060	1,310	11.15
5	12,300	6	13,610	1,310	10.65
6	12,850	7	14,160	1,310	10.19
7	13,400	8	14,710	1,310	9.78
8	13,950	9	15,260	1,310	9.39
9	14,500	10	16,010	1,510	10.41
10	15,250	11	16,760	1,510	9.90
11	16,000	12	17,510	1,510	9.44
12	16,750	12	17,510	760	4.54
Average Teacher Raise				\$1,269	9.70%

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M.A. SCALE  
BOARD SALARY PROPOSAL WITH INCREMENT  
1979-1980

STEP 1978-1979	SALARY 1978-1979	STEP 1979-1980	BOARD SALARY PROPOSAL 1979-1980	DOLLAR GAIN	PERCENT GAIN
		1	\$12,300	NEW TEACHERS	
1	\$11,540	2	12,580	\$1,040	9.01
2	11,820	3	12,860	1,040	8.80
3	12,100	4	13,410	1,310	10.83
4	12,650	5	13,960	1,310	10.36
5	13,200	6	14,510	1,310	9.92
6	13,750	7	15,060	1,310	9.53
7	14,300	8	15,610	1,310	9.16
8	14,850	9	16,160	1,310	8.82
9	15,400	10	16,910	1,510	9.81
10	16,150	11	17,660	1,510	9.35
11	16,900	12	18,410	1,510	8.93
12	17,650	12	18,410	760	4.31

Average Teacher Raise      \$1,269      9.07%

Cost B.A. and M.A. Combined \$775,229

B.A. SCALE  
ASSOCIATION SALARY PROPOSAL WITH INCREMENT  
1977-1978

STEP 1976-1977	SALARY 1976-1977	STEP 1977-1978	BOARD SALARY PROPOSAL 1977-1978	DOLLAR GAIN	PERCENT GAIN
		1	\$10,717	NEW TEACHERS	
1	\$ 9,765	2	11,046	\$1,281	13.12
2	10,025	3	11,540	1,515	15.15
3	10,458	4	12,100	1,642	15.70
4	10,978	5	12,638	1,660	15.12
5	11,469	6	13,175	1,706	14.87
6	11,960	7	13,735	1,775	14.84
7	12,480	8	14,295	1,815	14.54
8	13,001	9	14,855	1,854	14.26
9	13,521	10	15,414	1,893	14.00
10	14,041	11	16,172	2,131	15.81
11	14,734	12	16,962	2,228	15.12
12	15,455	12	16,962	1,507	9.75
Average Teacher Raise				\$1,750	14.36%

M.A. SCALE  
 ASSOCIATION SALARY PROPOSAL WITH INCREMENT  
 1977-1978

STEP 1977-1978	SALARY 1976-1977	STEP 1977-1978	BOARD SALARY PROPOSAL 1977-1978	DOLLAR GAIN	PERCENT GAIN
		1	\$11,414	NEW TEACHERS	
1	\$10,400	2	11,699	\$1,299	12.49
2	10,632	3	12,226	1,594	14.99
3	11,094	4	12,830	1,736	15.65
4	11,647	5	13,440	1,793	15.39
5	12,220	6	14,026	1,806	14.78
6	12,740	7	14,663	1,923	15.09
7	13,347	8	15,266	1,919	14.38
8	13,896	9	15,870	1,974	14.21
9	14,445	10	16,473	2,028	14.04
10	14,990	11	17,220	2,230	14.88
11	15,680	12	18,010	2,330	14.86
12	16,410	12	18,010	1,600	9.75

Average Teacher Raise      \$1,852      14.21%

Cost B.A. and M.A. Combined \$707,348

B.A. SCALE  
ASSOCIATION SALARY PROPOSAL WITH INCREMENT  
1978-1979

STEP 1977-1978	SALARY 1977-1978	STEP 1978-1979	BOARD SALARY PROPOSAL 1978-1979	DOLLAR GAIN	PERCENT GAIN
		1	\$11,869	NEW TEACHERS	
1	\$10,717	2	12,233	\$1,516	14.15
2	11,046	3	12,781	1,735	15.71
3	11,540	4	13,401	1,861	16.13
4	12,100	5	13,997	1,897	15.68
5	12,638	6	14,591	1,953	15.40
6	13,175	7	15,212	2,037	15.46
7	13,735	8	15,823	2,088	15.20
8	14,295	9	16,452	2,157	15.09
9	14,855	10	17,071	2,216	14.92
10	15,414	11	17,910	2,496	16.19
11	16,172	12	18,785	2,613	16.16
12	16,962	12	18,785	1,823	11.08
Average Teacher Raise				\$2,032	15.10%



M.A. SCALE  
ASSOCIATION SALARY PROPOSAL WITH INCREMENT  
1978-1979

STEP 1977-1978	SALARY 1977-1978	STEP 1978-1979	BOARD SALARY PROPOSAL 1978-1979	DOLLAR GAIN	PERCENT GAIN
		1	\$12,641	NEW TEACHERS	
1	\$11,414	2	12,957	\$1,543	13.52
2	11,699	3	13,540	1,841	15.74
3	12,226	4	14,209	1,983	16.22
4	12,830	5	14,889	2,050	15.98
5	13,444	6	15,534	2,090	15.55
6	14,026	7	16,239	2,213	15.78
7	14,663	8	16,907	2,244	15.30
8	15,266	9	17,576	2,310	15.13
9	15,870	10	18,244	2,374	14.96
10	16,473	11	19,071	2,598	15.77
11	17,220	12	19,946	2,726	15.83
12	18,010	12	19,946	1,936	10.75

Average Teacher Raise      \$2,159      15.04%

Cost B.A. and M.A. Combined \$800,849

ISSUE #1: SALARY

JCEA EXHIBIT #  
GR. LK.ASSOCIATION POSITION:\*PROPOSED 1977-78 SALARY SCHEDULE

<u>BA</u>	<u>BA + 18</u>	<u>OR BA + 30</u> <u>MA</u>	<u>MA + 15/BA + 45</u>
1. 10,717	11,065	11,414	11,785
2. 11,046	11,405	11,699	12,404
3. 11,540	11,916	12,226	13,022
4. 12,100	12,493	12,830	13,640
5. 12,638	13,048	13,444	14,257
6. 13,175	13,604	14,026	14,876
7. 13,735	14,182	14,663	15,492
8. 14,295	14,759	15,266	16,111
9. 14,855	15,338	15,870	16,729
10. 15,414	15,915	16,473	17,347
11. 16,172	16,697	17,220	17,964
12. 16,962	17,513	18,010	18,587

PROPOSED 1978-79 SALARY SCHEDULE

<u>BA</u>	<u>BA + 18</u>	<u>OR BA + 30</u> <u>MA</u>	<u>MA + 15/BA + 45</u>
1. 11,869	12,254	12,641	13,052
2. 12,233	12,631	12,957	13,737
3. 12,781	13,197	13,540	14,442
4. 13,401	13,836	14,209	15,106
5. 13,997	14,451	14,889	15,790
6. 14,591	15,066	15,534	16,475
7. 15,212	15,707	16,239	17,157
8. 15,823	16,346	16,907	17,843
9. 16,452	16,987	17,576	18,527
10. 17,071	17,626	18,244	19,212
11. 17,910	18,492	19,071	19,895
12. 18,785	19,396	19,946	20,585

\*Retroactive

## ISSUE - HEALTH INSURANCE

### PRIOR COLLECTIVE BARGAINING AGREEMENT:

The prior Collective Bargaining Agreement provided the following:

"The Board shall provide to each employee MESSA Super Med II or Blue Cross MVF2 with major medical and riders Comp. Hosp., D45NM, IMB, OPC, CC, DCCR, ML, MM4 w/ Sup. Ben. dB-2, FAE, VST, OB, PDP 50¢ co-pay (plan A), SA, COB-2, XF, SD, EF, PD-EL, Reciprocity, for a full twelve (12) month period for the employee's entire family. For those choosing Blue Cross, the Board shall pay the full cost. For those choosing MESSA, the Board shall pay an amount equal to the Blue Cross rate plus forty (40) percent of the difference between the Blue Cross rate and the MESSA rate. Monthly amounts paid by teachers who select MESSA shall be adjusted whenever rates of either of the two insurance plans change. Teachers choosing MESSA may elect payroll deduction, either every pay or every other pay, for their share of the MESSA premium.

"The parties agree that the Board will not duplicate health insurance coverage."

### PARTIES' POSITIONS:

The Association offers the following proposal:

"The Board shall provide to each employee, without cost to the employee, MESSA Super Med II or Blue Cross MVF2 with major medical and riders Comp. Hosp., D45NM, IMB, OPC, CC, DCCR, ML, MM4 2/Sup. Ben. dB-2, FAE, VST, OB, PDP 50¢ co-pay (plan A), SA, COB-2, XF, SD, EF, PD-EL, Reciprocity, for a full twelve (12) month period for the employee and his/her entire family."

The Board's position is as follows:

"Effective upon ratification the Board will contribute up to \$93.00 dollars per month for full family coverage for the purchase of either Blue Cross/Blue Shield or MESSA Super Med II Health Insurance. The Blue-Cross/Blue Shield coverage will remain as was provided in the previous agreement. The Board agrees to increase etc. to the monthly contribution by 6% the second and 6% the third year of the agreement. The parties agree that there shall be no duplication of health insurance coverage, benefits and said coverage shall be subject to a standard coordination of benefits clause."

EVIDENCE AND ARGUMENTS:

The Association's evidence establishes that presently MESSA Super Med II costs \$105.56 per month for full family coverage; \$93.66 for self and spouse; and \$42.88 for single coverage. Blue Cross Blue Shield costs \$86.07 per month for full family coverage; \$78.91 for self and spouse; and \$36.33 for single coverage.

The Association's evidence also establishes that based upon an 8.1% premium increase, the total annual cost for 1977-1978 would be \$29,698.93. It further shows that total cost for the Board's proposal for 1977-1978 will be \$27,636.90. The Association's evidence further establishes that all other listed districts in Jackson County provide fully paid health insurance with no cost caps. All of the listed districts provide Super Med II with the exception of East Jackson, which supplies Super Med II or Blue Cross Blue Shield; Michigan Center which provides Super Med II or Blue Cross Blue Shield; Napoleon which provides Super Med I or Blue Cross Blue Shield; Springport which provides Blue Cross Blue Shield and Western which provides Super Med II or Blue Cross Blue Shield.

The Board's evidence establishes that the cost of fringe benefits has risen from \$25,144.00 in 1972 to a projected cost of \$113,261.00 in 1977. The Board's evidence further shows that presently the annual cost for the 32 teachers taking Board paid health insurance is \$27,993.96. The Board maintains that its proposed cap on the second and third years of its proposal is necessary because of the rising cost of health insurance and a past history of MESSA unilaterally increasing the benefits and then raising the rates to cover those new benefits. The Board's evidence further shows that the cost of health insurance alone

rose from \$25,536.00 in 1972-1973 to a projected cost of \$42,200.00 in 1977-1978. The Board also introduced the data regarding health insurance which existed in other districts in Jackson County.

FINDINGS OF FACT AND RECOMMENDATIONS:

Again, since your Fact Finder could only recommend a two-year agreement, this discussion will relate only to a contract of said duration.

The Association's proposal demands that the Board pay the entire cost of Super Med II or Blue Cross Blue Shield. Your Fact Finder interprets this proposal to mean that the Board shall pay the full cost of either of the two plans, depending upon the choice made by the teacher. This is unlike the prior Collective Bargaining Agreement where the Board provided full cost for Blue Cross Blue Shield and forty percent of the difference between Blue Cross Blue Shield and MESSA.

In analyzing the evidence, your Fact Finder cannot agree with this portion of the Association's proposal. Many of the districts in Jackson County provide Super Med II, while one provides Blue Cross Blue Shield exclusively. Four of the districts provide a choice of Super Med II or Blue Cross Blue Shield. Yet, this evidence standing alone, does not persuade your Fact Finder to recommend this portion of the Association's proposal. The evidence does not establish that MESSA Super Med II is so superior to the Blue Cross Blue Shield plan previously offered by the Board that your Fact Finder should recommend that the Board pay the total cost of either plan. The mere fact that the other districts in Jackson County have a slightly different health insurance procedure than does Grass Lake, does not mean that the

teachers are receiving inadequate coverage under Blue Cross Blue Shield and, thus, Super Med II should be provided. In fact, the evidence establishes that 19 teachers currently receive Blue Cross Blue Shield coverage, while 13 teachers have chosen the optional coverage supplied by Super Med II. While it is true that the cost splitting provision in the prior Collective Bargaining Agreement may dampen a teacher's enthusiasm regarding MESSA Super Med II, it could also be concluded that if MESSA Super Med II were so clearly superior to Blue Cross Blue Shield that most of and perhaps all of the teachers would be willing to pay sixty percent of the cost difference in order to secure better coverage. Thus, in the final analysis, your Fact Finder cannot recommend that the Board pay the full premium cost of either Blue Cross Blue Shield or MESSA Super Med II.

The Board's proposal states that upon ratification the Board will contribute up to \$93.00 per month towards either plan, and it would absorb a six percent cost increase in the second year of the Collective Bargaining Agreement. It is true that from the budgeting standpoint, and of course the cost standpoint, the six percent cap would be a tremendous advantage. However, it must be kept in mind that Blue Cross Blue Shield rates are guaranteed until April of 1978 and there is nothing which indicates that if a new rate is established, it will not be guaranteed for some period of time.

The evidence indicates that in Jackson County, and that is the only evidence available, the districts which are listed absorb the entire cost of health insurance. When other evidence is examined, it becomes apparent that some of the districts which are providing full health insurance coverage are not in as good a financial position as is Grass Lake.

In the final analysis, your Fact Finder cannot agree with the Association's total proposal and further cannot agree with the Board's proposal. After examining the evidence and arguments, your Fact Finder recommends that the provisions contained in the prior Collective Bargaining Agreement continue. This includes the coverages contained therein and the full pay provisions.



ISSUE - INCLEMENT WEATHER

PRIOR COLLECTIVE BARGAINING AGREEMENT:

Section D of Article VII states as follows:

"D. When school is officially called off, teachers shall not be required to report for work."

PARTIES' POSITIONS:

The Association wishes to continue prior contract language.

The Board's position is as follows:

"When school is officially called off for students, teachers are required to report for work as soon as possible, unless to do so would result in an unreasonable risk or safety hazard to the teacher or if specifically told not to do so by their building principal, in order to receive compensation for that day."

EVIDENCE AND ARGUMENTS:

The evidence establishes that in 1973-1974, five days were lost as a result of inclement weather. Three days were lost in 1974-1975, three days were lost in 1975-1976, seven days were lost in 1976-1977, while in 1977-1978, up to this date, seven days have been lost.

Further, the evidence establishes that no other district in Jackson County requires teachers to report for work on inclement weather days.

The Board argues that individual teachers can benefit from in-service programs and additional preparation. It maintains that days when school is cancelled because of inclement weather make an ideal time for these activities. It further argues that the teaching staff is being paid and that teachers have the time and the school setting has in one place all the tools and materials the teachers would need for either preparation or in-service

training. The Board further states that this language would answer the teachers' continuing requests for additional preparation time and planning time.

The Association argues that no other district in Jackson County has such a requirement and that teachers have enough motivation to engage in the in-service programs that are necessary. Further, the Association points out that the language proposed by the Board could possibly cause the teachers a great risk. Further, it maintains that even though the Board's language contains words like "unreasonable risk" or "safety hazard," such words are subject to the Board's definition and, thus, do not adequately state the conditions under which a teacher must report for work.

#### FINDINGS OF FACT AND RECOMMENDATIONS:

The Fact Finder can certainly understand the Board's position and sympathize with its desire to utilize inclement days for teachers in-service programs. Further, it is commendable that the Board is attempting to productively utilize days on which students do not report for school.

Nevertheless, the evidence indicates that your Fact Finder must reject the Board's position. The evidence clearly establishes that no other district in Jackson County requires teachers to report to school when school has been cancelled because of inclement weather.

However, the Board's position is laudable and while the evidence establishes that no other district has a mandatory requirement, there seems no reason that the parties cannot agree to language which does not absolutely require the teachers to report for work, but by the same token, recognizes the desirability of doing so.

Thus, your Fact Finder recommends the following language:

When school is officially called off for students, teachers are not required to report for work. However, teachers are encouraged to report for work if reasonably possible.

While the above language does not require teachers to report for work if school is officially called off, it does recognize the importance of in-service programs and additional preparation time. The facts do not allow your Fact Finder to make the language mandatory, but there is nothing which precludes the parties from recognizing the Board's concerns in this area.

## ISSUE - TRANSFER OF STAFF

### PRIOR COLLECTIVE BARGAINING AGREEMENT:

The prior Collective Bargaining Agreement contained the following language regarding transfer of staff:

"The parties recognize that changes in grade assignments in the elementary schools, changes in teaching assignments in the secondary school, and transfers between schools will be necessary. In making assignments and transfers, the convenience and wishes of the individual teacher will be honored unless proven impossible by a reduction in staff and/or student population.

"An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure."

### PARTIES' POSITIONS:

The Association wishes to remain with prior contract language, while the Board's position states the following:

#### "Involuntary Grade Assignment and/or Position Transfer.

The Administration recognizes that it is desirable, in effectuating a change in a teacher's grade assignment or position within the district to consider the interest, abilities and aspirations of the affected teacher(s) and therefore the following criteria will be considered in the decision making process:

1. Necessity of making changes due to reassignment of grades, changing student enrollment, changes in curricula, emergencies, and financial condition of the district.
2. The contribution which faculty members could make to students in new assignments.
3. Opportunity for teacher growth and development.
4. Desire of staff members regarding the assignment or transfer."

#### EVIDENCE AND ARGUMENTS:

The evidence establishes that the Association's position, in prior contract language, has been/the collective bargaining for some time. Further, the Association maintains that prior contract language has not caused the Board any undue hardship. The Association states that its proposed language provides a certain amount of security for the teachers in the unit. It maintains that if a teacher has spent a number of years in one grade teaching one or more subjects, the teacher has probably spent substantial amounts of time and money keeping up to date with the latest material and, thus, it would be unfair to arbitrarily and capriciously transfer that teacher to a different subject or grade. Further, the Association points out that teachers develop materials and lesson plans over a period of time and modify and improve same as time goes by. Further, the Association states that if a teacher is doing an unsatisfactory job in a particular grade or class, the teacher should be offered corrective inducements or if he or she continues, the teacher should be discharged. The Association states that current language provides a measure of flexibility and, further, it states that after a teacher has expended a large portion of time and effort in a class or grade, that he or she accumulates a right to that position.

The Board maintains that it must have the flexibility to assign teachers as the need arises. It states that the language it proposes protects a teacher against arbitrary and capricious actions. It further maintains that the mere passage of time doesn't make an individual a better teacher in his or her particular class or grade assignment. It further points out that it needs the flexibility to place teachers where they can be put to the

best use. The Board has stated that there have been a number of lawsuits filed which are directed at school boards alleging that school boards have the responsibility of properly educating the students and if this is not done, they may be jointly and severally liable.

In addition, the evidence establishes that during the past five years, there hasn't been any teacher who has requested a transfer. There have been three involuntary transfers made over the last five to seven years. Further, the evidence establishes that there have been no parental complaints regarding particular teachers teaching in areas for which they were allegedly unqualified.

#### FINDINGS OF FACT AND RECOMMENDATIONS:

The evidence establishes that there have been no teacher request for transfers and three involuntary transfers within the last several years. Further, the evidence establishes that the language contained in the prior Collective Bargaining Agreement has existed for some time.

Aside from the evidence which was specifically directed at this issue, there is other evidence in the record which seems relevant. This district is the smallest district which exists in Jackson County. This would indicate that perhaps the Board would need more flexibility than that offered by prior contract language. Yet, the evidence does not indicate that the school board has suffered because of the existence of the language contained in the prior Collective Bargaining Agreement.

In order for your Fact Finder to take a position that would substantially alter the status quo, he must be shown that a change in prior collective bargaining language is mandated by a change

in circumstances or that the existence of the language has caused substantial problems that were not envisioned at the time the language was adopted. In this case, neither of the above have been shown. While your Fact Finder can certainly understand the Board's desire for flexibility, he is not convinced that prior contract language should be changed.

The Association's position is adopted.



## ISSUE - GRADE SPLITS

### PRIOR COLLECTIVE BARGAINING AGREEMENT:

Regardless of what appears in the Collective Bargaining Agreement, it was established that in 1975-1976 three grade splits were implemented in Grass Lake because of lost millage.

### PARTIES' POSITIONS:

The Association seeks the following language:

"No combination grade classrooms in the elementary grades shall be made up of students drawn from more than two grades. This does not preclude teachers arranging cross grade groupings for language arts and math."

The Board seeks the following language:

"No combination grade classrooms in the elementary grades shall be made up of students drawn from more than two grades except with the permission of the teacher. This does not preclude teachers arranging cross grade groupings for language arts and math."

### EVIDENCE AND ARGUMENTS:

The Association argues that adoption of the Board's language wouldn't help the students or the teachers. Further, it maintains that the Board's language is not necessary because of its proposed class size restrictions. It maintains that if the Board's language were adopted, it would be possible for individual teachers, especially probationary teachers, to feel an extensive amount of pressure directed to obtaining their consent to more than a two-grade split. The Association maintains that adoption of the Board's language would entail the use of additional resources, teacher prep time, para-professional time, etc.

The Board argues that in 1975-1976, it was forced to use three-grade splits because of a millage loss and the resulting layoff. It argues that the Association's proposal indicates

that the Association has little faith in the professional decision-making capacity of its own membership. It does state that in the past, some teachers have had bad experiences with class organization and that at the present time there are no three-grade splits in the elementary school. It maintains that any limitation on possible future curriculum change would limit future teaching staffs and curriculum development.

FINDINGS OF FACT AND RECOMMENDATIONS:

The evidence establishes that previously, when a three-grade split was involved, some teachers had a bad experience with such class organization. Yet, this standing alone does not establish that the Board's position should be rejected.

The Association's arguments regarding involuntary transfers and the potential of pressure being applied upon individual teachers does not convince your Fact Finder that the Association's proposal should be adopted. If there are contract violations or if the actions taken by the Board are arbitrary and capricious and based only upon its desire to punish a teacher for the teacher's failure to concur with the Board's position, these matters can be directed to the grievance procedure and ultimately answered by an arbitrator.

The Board is aware that it had the problems with three-grade splits in the past, and thus, it must be assumed that it would not institute such classroom organization unless it was necessary. The size of the district, financial considerations and other matters may motivate the Board to attempt to implement a three-grade split.

In the final analysis, the availability of arbitration, along with the need to provide the Board with necessary flexibility, leads your Fact Finder to recommend that the Board's position be adopted.

## ISSUE - ARBITRATION

### PRIOR COLLECTIVE BARGAINING AGREEMENT:

The prior Collective Bargaining Agreement contained no provision for binding grievance arbitration.

### PARTIES' POSITIONS:

The Board proposes that the new Collective Bargaining Agreement should not contain any language regarding binding grievance arbitration.

The Association seeks to incorporate the following language in the new Collective Bargaining Agreement:

"In the event that the grievance is not satisfactorily resolved at level three, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties."

Further, there was an ancillary issue involved regarding the time limit for filing of a grievance. The Board has agreed to maintain the time limit contained in the prior Collective Bargaining Agreement if arbitration is not recommended. The Association maintains that it is willing to shorten the time for filing the grievance to ten (10) days if arbitration is recommended.

### EVIDENCE AND ARGUMENT:

The Board has simply stated that it does not want binding arbitration. The Association argues that under the language contained in the prior Collective Bargaining Agreement, the Board has the last say in any grievance and the teacher would have to apply

to a court of appropriate jurisdiction in order to seek a remedy. The Association argues that arbitration is less expensive, quicker and leads to greater labor peace than a procedure which may force the parties into court.

The evidence establishes that the JCEA affiliates' Collective Bargaining Agreement does not contain a binding arbitration clause. The evidence further establishes that out of all the districts in Jackson County, only East Jackson does not have binding arbitration language contained in its Collective Bargaining Agreement.

#### FINDINGS OF FACT AND RECOMMENDATIONS:

The facts clearly indicate that with the exception of one district, excluding Grass Lake, all of the districts in Jackson County have binding arbitration in their Collective Bargaining Agreements. It is unknown whether the districts offered by the Board as comparables have binding arbitration language in their Collective Bargaining Agreements.

Further, it must be remembered that public employees are statutorily prohibited from engaging in a strike, even though the remedy may be allusive at times, and that historically an arbitration clause has been the quid pro quo for a no-strike clause. In this state, public employees cannot strike so it seems even more equitable to allow them to regress their grievances through an impartial arbitrator.

The facts clearly indicate that binding arbitration should be contained in the new Collective Bargaining Agreement. This being so, your Fact Finder recommends that the Association's position be adopted and that the time limit for filing a grievance be reduced to ten (10) days.

## ISSUE - RETROACTIVITY

### PARTIES' POSITIONS:

The Association takes the position that those items in the Collective Bargaining Agreement that can be made retroactive should be made retroactive.

The Board takes the position that the Collective Bargaining Agreement shall become effective upon execution and that all items contained therein should be commenced at that time.

### EVIDENCE AND ARGUMENTS:

The Association points out that in the recent past there has never been a contract settled in Jackson County wherein full retroactivity was not granted.

The Board points out that since the teachers engaged in a work stoppage, retroactivity should not be recommended. The Association quickly countered by stating that the days missed as a result of the work stoppage are being made up and, thus, the work stoppage will not have an effect on the number of days worked.

### FINDINGS OF FACT AND RECOMMENDATIONS:

It should be understood that the purpose of this hearing is to examine facts and arrive at recommendations that may serve as a basis for the settlement of this dispute. This hearing was not conducted for the purpose of litigating an unfair labor practice charge, nor was it conducted to examine the propriety of teacher work stoppages.

Retroactivity is often a bone of contention in these disputes. The employer generally argues that retroactivity prolongs negotiations because it does not give the labor organization an

incentive to settle. Employers rationalize that if the labor organization is assured of retroactivity, it will prolong negotiations hoping to gain greater wages and benefits, knowing full well that it has nothing to lose. Labor organizations, of course, have often expressed the opposite. They generally contend that the absence of retroactivity causes the employer to stall at negotiations knowing full well that every day that passes, saves the employer additional money.

In the case at bar, the evidence establishes that in every other settlement in Jackson County, retroactivity was always realized. In the current dispute, there is nothing which indicates that retroactivity should not be recommended. While it is true that a work stoppage was engaged in by the teachers, the evidence establishes that all the days that were missed were made up, or at least will be made up. Further, without additional evidence, it would be very difficult for your Fact Finder to conclude that because a work stoppage was engaged in, retroactivity should be denied.

Thus, the only recommendation that your Fact Finder can construct would be that in those areas where retroactivity is customarily granted, that it be granted in this dispute except as specifically stated in the various recommendations.

CONCLUSION

Your Fact Finder has carefully considered the evidence presented at the hearing, along with the arguments offered by the parties. In so doing, he has formulated the recommendations contained herein and suggest that they can very well form the basis for an agreement in this matter.

  
MARIO CHIESA

Dated: March 30, 1978