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E. A. Grass Lake

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MICHIGAN EMPLOYMENT RELATIONS  
COMMISSION

In the Matter of the Fact-Finding Between:

GRASS LAKE BOARD OF EDUCATION

and

No. L75-F-517

JACKSON COUNTY EDUCATION ASSOCIATION

John Kiefer  
Hearing Held August 29, 1975

Before John B. Kiefer, Esq., Fact-Finder  
Appointed by the Michigan Employment  
Relations Commission

Appearances:

For the Association

Mr. Kirk L. Curtis  
Executive Director

Erick Hanson  
Chief Negotiator

Robert Marshall  
Executive Director

For the Board of Education

Donald J. Donato, Esq.  
Thrun, Maatsoch & Nordberg

Clarence Smith  
Superintendent

Mike Krigelski  
Assistant High School Principal

Michigan State University  
LABOR AND HUMAN  
RELATIONS LIBRARY

FINDINGS OF FACT AND RECOMMENDATIONS

A prior collective bargaining agreement between these parties having expired in August of 1975, and a joint petition for fact-finding having been submitted on August 19, 1975, the undersigned was appointed by the Michigan Employment Relations Commission pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commission's regulations to issue recommendations with respect to the matters in disagreement. The bargaining unit in question is composed of approximately forty-nine (49) teachers and has approximately one thousand (1,000) students, and

Grass Lake Community Schools

Jackson County. At the formal hearing both testimony and numerous exhibits were ably presented by both sides.

The parties stipulated that the issues be submitted to the Fact-Finder using the rules contained in Act 312, on an issue by issue, last best offer, concept, except that the Fact-Finder's recommendations would not be binding on the parties. It was also stipulated that the Board's ability to pay would not be an issue in the submission for fact-finding of the teacher salary schedule, the medical insurance plan and the dental insurance plan.

The respective parties submitted their last best offers on each issue along with their Petition for Fact-Finding and, although the Fact-Finder extended both sides an opportunity to modify their last best offers, at the conclusion of the proofs no changes were requested by either side.

#### A. Teacher Salary Schedule

The Association's final offer on this issue is an across the board 8% increase at all steps and for both B.A. and M.A. degree holders, whereas the Board's final offer is for increases varying from a low of 3% at Step 4 for M.A.'s to a high of 8.2% at Step 12 for M.A.'s. The Association's offer would result in an increase in total salary cost of Eleven Thousand Eight Hundred Seventy Five Dollars (\$11,875.00) over the Board's offer.

The Fact-Finder is impressed by all of the Exhibits presented by the Association but especially the Exhibits showing an increase of the Consumers Price Index for Detroit of 10.86 for the calendar year 1974 and 9.91 for the fiscal year ending June 30, 1975. The relative indices for the United States are 10.97 and 11.02 respectively. A comparison with other settlements in Jackson County for School Districts shows an average of 8.3% increase in the 1975 contracts over the year before.

In view of this, the Fact-Finder is compelled to that the Association's offer be adopted since it more

parallels the cost of living increase and the raises already negotiated in companion school districts. In addition, the Association's schedule will more accurately keep Grass Lake in the same relative position vis a vis the salary structures of the other Jackson County School Districts.

B. Schedule B (Extra Curricular Salary)

The Association's final offer on this issue ranges from a 9% increase to the head coaches in the major sports to a 5% increase to the Junior High intramural coaches. On the other hand, the Board's offer provides for increases which vary with the individual sports involved as well as with the girls and boys team coaches. The dollar difference between the two offers is Four Thousand Three Hundred Twenty Four Dollars (\$4,324.00) according to the Association's use of averages, and Five Thousand Two Hundred Thirteen and 60/100 Dollars (\$5,213.60) according to the Board's use of specific job assignments. The Association argued, and submitted exhibits in support, that discriminating between the coaches of boys and girls sports contravenes Title IX of the Educational Amendments of 1972. The Board argued that the School District has not been adjudged in violation of the Act and that neither the Association nor the Fact-Finder has the jurisdiction to make this determination. The Board also made the points that there is no sex discrimination because either a male or female may coach either a boys or girls team, and also that the head coaches of the boys teams had further responsibilities not imposed on the coaches of the girls teams.

Nevertheless, the Fact-Finder looks to the substance, rather than the form, of the schedule and knows, as a practical matter, that males traditionally teach male sports and females generally teach girls sports. In any event, if even equality of coaching is to be established and maintained, salary increases should be uniform between the two sports. Thus, the Fact-Finder recommends that the Association's offer be adopted.

C. Terminal Pay

The Association's final offer on this issue would remove all limitations of longevity or quantity of unused sick days as a basis. The Board's offer reflects the present contract which requires the teacher to have ten (10) years of service to qualify for Fifteen Dollars (\$15.00) for each unused sick leave day up to and including seventy-four (74) days. Three (3) of the other School Districts in Jackson County have no terminal pay provisions in their contracts and, of the eight (8) that do, some limitation or longevity requirement is imposed.

The Fact-Finder recommends that the Board's offer be adopted since it more closely resembles the existing contracts in the Jackson County Districts which provide for termination pay.

D. Class Size

The Association seeks mandatory class maximums for elementary, secondary and special education classes while the Board seeks to repeat the 1974 contract provision which expresses a non-mandatory desirable ratio as to various classes and curricula. The Board's Exhibit 21 discloses that it would cost the District Sixty Four Thousand Nine Hundred Seventy Seven and 80/100 Dollars (\$64,977.80) to implement the Association's proposal in order to hire 3-4/5 teachers and to purchase two portable classrooms. The stipulation between the parties regarding "ability to pay" does not apply to this issue.

The Fact-Finder recommends that the Board's offer be adopted because the Association made no showing that the present, non-mandatory provision varied substantially from neighboring Districts, nor that the existing class sizes at Grass Lake had a resulting deleterious effect on the educational program in the Schools.

E. Medical Insurance

The 1974-1975 contract between the parties provided that the Board shall provide, without cost to the employee, MESSA Super Med II or Blue Cross MVP 2 for the employee's family. The Association seeks to reinstate and repeat an identical provision in the new contract. The Board seeks to limit such provision to Blue Cross - eliminating MESSA as a possible carrier. The Board, in support of its position, claims that the identity of the carrier is not a mandatory subject of bargaining and cites City of Roseville v. Local 1614, 53 Mich. App. 547; Labor Relations Reporter Analysis April 30, 1973, Vol. 82, No. 35 and the Findings of Fact and Recommendations dated December 11, 1974 in the matter of Springport Public Schools and Jackson County Education Association, in support thereof.

The Board asserts that these authorities set forth the proposition that once the parties have agreed on the coverage, benefits and administration of a medical insurance plan, the Board has a right to select the carrier which will provide the plan and its identity is not subject to bargaining.

It is the Fact-Finder's opinion, however, that the rules enunciated by the authorities cited by the Board, do not apply to the facts in this matter. The facts disclose <sup>that</sup> the identity of the carrier has been of concern to the Association in the past and continues to be in the present. Whereas, last year most teachers elected to be covered by Blue Cross, this year the momentum shifted to MESSA, apparently because a majority of the employees felt their needs were better met in the selection of that carrier. The testimony elicited at the Hearing disclosed that, although the two plans have much in common, MESSA this year has a sterilization and drug rider which increases benefits over the policy offered by Blue Cross.

The Board also seems to be taking an inconsistent by, on the one hand arguing that the identity of the car

a bargaining issue, and yet, on the other hand, proposing a contract provision which identifies the carrier as "Blue Cross". Accordingly, the Fact-Finder recommends that the provision included in the 1974-1975 contract be repeated in the new contract as urged by the Association.

F. Dental Insurance

The 1974-1975 contract had no provision under which the Board was required to furnish the employees with insurance to cover their dental care. This year the Board has offered a plan described as "Delta Dental True Group Plan F" whereas the Association has demanded that "Delta Dental True Group Plan A 0-5" be provided. According to the Exhibits submitted by the Association, the difference in cost to the Board, using a hypothesis that seven (7) teachers would not require dental care and that forty-two (42) would require such care, would be Five Thousand Five Hundred Sixty Nine and 20/100 Dollars (\$5,569.20) as an additional annual expenditure.

However, the Association's Exhibits graphically display that the other School Districts in Jackson County (with the sole exceptions of Springport, which has no plan, and Michigan Center which has Plan F) have either had in effect in 1974-1975 or have now in effect, dental plans which are much more comprehensive than Plan F offered by the Board. Colombia, Vandercook Lake, Western and Napoleon Districts, which traditionally have offered lower salaries to their teachers than has Grass Lake, all have agreed to provide better dental insurance benefits in the current contract year than would Grass Lake, if the Board's offer is put into force.

The Fact-Finder's recommendation is that the Association's last best offer be adopted since it more closely approximates the plans in the neighboring school systems.

G. Sick Leave Accumulation Limit

The current limitation of seventy-four (75) unused sick

leave days is proposed by the Board, while the Association asks that all limitations be eliminated. The Association has produced an Exhibit showing a comparison table with other Jackson County Schools. Although Grass Lake's 1974-1975 contract allows the lowest accumulation at seventy-four (74), only Jackson has an unlimited accumulation. The others range from a low of ninety (90) to a high of one hundred forty three (143). It is obvious that Grass Lake is out of parity with these comparable, neighboring School Districts. However, if the Fact-Finder would adopt the Association's proposal and remove all limitations, Grass Lake would compare favorably only with Jackson. Thus, although it would seem equitable that Grass Lake's limitation be raised upward, the Fact-Finder cannot recommend the only other choice available to him (i.e. no limitation) and must reluctantly recommend the present provision of seventy-four (74) accumulated unused sick leave days.

#### H. Annual Sick Days Earned

The Board seeks to have the same provision as appears in the 1974-1975 contract, repeated in the current contract, providing for ten (10) days of sick leave earned each year. The Association urges that this be increased to twelve (12). Last year all School Districts in Jackson County, except for Jackson and Western, had a uniform provision of ten (10) days earned each year. The Association introduced no evidence to show that this number imposed a hardship on its members, nor that a substantial number of other School Districts outside Jackson County provided for twelve (12) days of sick leave.

In view of this, the Fact-Finder recommends that ten (10) days of earned sick leave be adopted in the new contract.

Respectfully submitted,

John B. Kiefer  
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Detroit, Michigan 48226

Dated: September 22, 1975. Woodward 1-8080