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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact Finding)	
)	Michigan Employment Relations
between)	Commission
)	
Highland Park School District)	Case No. D84 D-1378
and)	
Highland Park Federation of Teachers)	

REPORT OF THE FACT FINDER
RAYMOND J. BURATTO

REPRESENTING THE PARTIES

For the Highland Park School District:

Thomas Lloyd, Superintendent of Schools

John R. Stindt, Deputy Superintendent

Dr. Ernest Harrison, Assistant Superintendent
Personnel and Labor Relations

Clarence E. Brantley, Assistant Superintendent
Business and Finance

For the Highland Park Federation of Teachers:

James Bobbitt, President

Henry B. Linne, Secretary-Treasurer
Michigan Federation of Teachers

Dale Miller

Charles Bonnici

Robert E. Williams

Diedrea Gamble

Arthur Donar

Edwinna Lauchie

Patrice Turner

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CHRONOLOGY PRELIMINARY TO THE FACT FINDING

On October 3, 1984 the Highland Park Federation of Teachers filed a Petition for Fact Finding contending that "public sentiment and reaction would have a greater chance of being more evenly balanced if the facts and recommendations were released by the fact finder".

On November 1, 1984 the Michigan Employment Relations Commission notified the parties and appointed Raymond J. Buratto, Esq., as its Fact Finder to conduct a fact finding hearing pursuant to Section 25 of Act 176, Public Acts of 1939, as amended, and the Commission's Regulations, and to issue a report on the issues unresolved between the parties.

ACTIVITIES SUBSEQUENT TO THE APPOINTMENT OF THE FACT FINDER

On November 2, 1984 the Fact Finder contacted the parties designated in the Petition, Samuel E. McCargo, Esq., representing the Highland Park School District, and James Bobbitt, President of the Highland Park Federation of Teachers, in an attempt to expedite the hearing. However, due to scheduling conflicts of the Fact Finder and the School District's Counsel, it was impossible to schedule a hearing before November 26, 1984. The parties agreed to waive the 15 day requirement for the hearing and further agreed to begin the hearing on Monday, November 26, 1984 at 9:00 a.m. in the offices of the School District at 20 Bartlett Street, Highland Park, Michigan.

The hearing was conducted before the Fact Finder on Monday, November 26, 1984 and also on Tuesday, November 27, 1984. Subsequent to these two days of hearings the Fact Finder was contacted ex parte by the Federation on December 11, 1984 indicating that additional evidence had become available regarding the School District's financial condition and that the District had agreed to submit the evidence to the Fact Finder. The Fact Finder notified the School District of the ex parte communication, and on December 19, 1984 requested the parties to submit the evidence to him as quickly as possible, so that the record could be closed and the opinion issued. On January 21, 1985 the Fact Finder received the written communications from the parties, the School District representing its revised financial condition and the Federation responding thereto.

The contractual relationship of the parties is of considerable duration, with the last two contracts being for a period of three years each. The last contract expired on August 30, 1984, and the Fact Finder was notified by the Federation that the parties are now working on a day-to-day basis with an agreed-upon five day notice of revocation of the terms and conditions of the most recently expired agreement.

A. ECONOMIC ISSUES

ITEM ONE: PAY INCREASE FOR 1984-1985

The Federation opened its presentation with a review of its demands for salary increases of 10% in 1984-1985 and 7% in 1985-1986 for all teachers. Its Exhibits 6, 7 and 8 were introduced to illustrate salary changes from 1983-1984 to 1984-1985 in contracts of districts geographically adjacent to Highland Park and the rankings of districts by teacher salaries within their own county and as compared to the Detroit Tri-County Area.

No evidence was offered to establish the Highland Park teachers, as a group, were entitled to the requested raises on the basis of merit. The Federation's Exhibit 6 illustrating raises obtained in 1984-1985 contract years in surrounding districts was offered to support its contention that raises are necessary to keep Highland Park on a salary parity with their professional peers in a geographically proximate area.

In opposing all raises, the district representative, Dr. Thomas Lloyd, Superintendent of Schools, testified that since 1979 the teachers in Highland Park have received raises averaging approximately 8% each year, exclusive of incremental increases. Thus, in a five year period, when other Michigan districts were "belt tightening", Highland Park teachers received pay increases exceeding 40%, including increments. Since the 1982 school year, the district has encountered substantial deficits, initially projected to exceed \$2 million by the end of the 1985 school year (Board's Exhibit #13 revises that projected deficit to be approximately \$1.6 Million). In negotiations, the District had initially proposed a pay freeze in 1984-1985 with a 4% increase in 1985-1986. During the course of the fact finding, the district advised that that offer was withdrawn and that a freeze in both years

of the contract was now being proposed. The District is claiming an inability to pay, based on budget deficits since 1982.

Under the recently expired collective bargaining agreement, beginning teachers with a B.A. was paid \$14,910.00 while the same teacher with an M.A. was paid \$16,401.00. The maximum salary for a teacher with a B.A. was \$27,882.00 and \$31,950.00 for a teacher with an M.A. An. M.A. plus 30 hours additional postgraduate credit earned a minimum of \$17,019.00 up to a maximum of \$32,483.00 (Joint Exhibit #1).

Dr. Lloyd related fiscal problems encountered by the District since the 1982 school year. The Financial Statements of June 30, 1983 and 1984 for the District were introduced as Board's Exhibit #1. Dr. Lloyd testified that the District entered the 1982 school year with a \$5 million surplus but experienced revenues of some \$2.5 million below those projected. Despite these conditions, raises of 7.5% plus increments were given and staff levels were maintained.

The 1983 school year brought similar pressures. The District spent the \$2.5 million surplus from the 1982 school year, and an additional \$250,000.00 as well. A state audit of the district's student "head count" disallowed 640 students representing some \$1.4 million in aid which is now owed the State of Michigan. Although the district is appealing the audit, it considers the audit findings to be an existing liability. The 1984 4th Friday count indicated that enrollments of K-12 students are down more than 300 students and that enrollments in the Adult and Continuing Education (A/CE) program are down by 1,100. The District offered into evidence its Exhibit #7, a review of all issues of bargaining and their status as of the hearing dates. Questioning both its relevancy and possible prejudicial effect, the Federation

objected to the introduction of District's Exhibit #7. Upon consideration, the objection was found without merit, and the Exhibit was accepted.

By its own testimony, the Federation recognizes its proposed salary increases will cost the District \$1.2 million in 1984-1985 and an additional \$840,000.00 in 1985-1986. No increases were submitted for contract year 1986-1987, but a wage reopener is proposed. The percentage increases are to also apply to those classifications contained in the Auxiliary Schedule found at page 46 of Joint Exhibit #1.

FINDINGS OF FACT

Since 1979 teachers in the Highland Park School District have enjoyed annual increases of approximately 8% per annum, exclusive of incremental increases. In the same time period, the District's budget has gone from a \$5 million surplus to a June 30, 1984 deficit of \$250,000.00. Additional, and substantial, losses are expected by June 30, 1985.

Record testimony illustrates that although Highland Park teachers do not enjoy a high ranking when compared to other districts in Wayne County, they rank above Crestwood, Inkster and Taylor teachers in all salary categories. Highland Park teachers at the B.A. maximum are paid more than similar teachers in Ecorse, Flat Rock, Hamtramck, Inkster, Taylor and Van Buren Schools. Salaries of M.A. beginning teachers in Highland Park exceed those in Crestwood, Inkster and Taylor Schools. Teachers at the maximum level with M.A.s have higher salaries than do their professional peers in Detroit, Hamtramck, Harper Woods, Inkster, Taylor and Van Buren Schools (Comparison based on Union Exhibit #7).

A review of Union Exhibit #6 reveals equally interesting trends. Of 11 geographically adjacent districts, teachers at the B.A. beginning level in

Hamtramck, Hazel Park, Dearborn and Crestwood all made less money in 1983-1984 than did their counterparts in Highland Park. B.A. beginning teachers in Crestwood will be paid less in 1984-1985 than the Highland Park teachers were paid in 1983-1984.

Teachers at the B.A. maximum step in Detroit, Hamtramck, Hazel Park, Oak Park, Berkley, Clawson and Crestwood were all paid less in 1983-1984 than their counterparts in Highland Park. Recent increases still leave Detroit, Hamtramck, Oak Park and Crestwood teachers behind Highland Park.

1983-1984 salaries for teachers at the M.A. maximum level in Detroit, Hamtramck, Oak Park, Berkley, Clawson, and Crestwood were below those of teachers in Highland Park. 1984-1985 salaries for this group in Detroit, Hamtramck and Oak Park still trail the 1983-1984 salaries paid to Highland Park teachers. 1984-1985 increases at all levels in the 11 adjacent districts averaged 5.73%, in a range from 2.99% to 8%, considerably lower than the 10% proposed by the Highland Park Federation of Teachers.

No evidence was presented to support a contention that this group of teachers was particularly meritorious to warrant the increases proposed. Of the \$1.2 million first year cost of increases, \$107,000.00 would cover incremental increases.

The Federation's position in fact finding indicated that payment of increments alone in 1984-1985 and a 5% increase, or \$600,000.00, in 1985-1986 would be satisfactory.

Review of all pertinent evidence, particularly Board's Exhibits #1, #2, #3 and #11 and Union Exhibits #2, #4, #6, #7 and #8 illustrate a district in financial crisis and a teacher group which has fared well when compared to surrounding districts.

RECOMMENDATIONS

Upon the entire record and the above findings of fact it is recommended that:

1. The Federation's proposed increases of 10% in 1984-1985 and 7% in 1985-1986 be rejected. Based upon the bargaining history between the parties, the increases gained therein, the position of Highland Park teachers relative to other districts and the district's financial condition, such increases cannot be supported.
2. A wage freeze for the 1984-1985 school year be adopted. While the Federation would be responsive to payment of incremental increases only, foregoing both percentage increases and improved fringe benefits, the record does not support the district's ability to pay even the increments.
3. The parties agree to a wage reopener prior to the beginning of the 1985-1986 school year with the understanding that any increases be tied to an improvement in the District's financial condition. The record indicates hope that the District's current economic plight will somehow be ameliorated, perhaps as early as the end of the 1984-1985 school year.

ITEM TWO: PROPOSED INCREASES FOR ADULT AND CONTINUING EDUCATION PERSONNEL

While the Federation's Petition for Fact Finding specified the salary schedule for Adult and Continuing Education (A/CE), the hearing testimony indicated that virtually all aspects of compensation, including some fringe benefits, and non-economic issues relating to A/CE were still unresolved.

The day program A/CE faculty includes 21 full-time teachers and 17 full-time teachers who have 120 pupil contact days. Regardless of degree level, A/CE faculty start and remain at 1/10 of 1% of the K-12 salary schedule. After one year of service, a service credit of 26¢ per hour for the B.A. and 28¢ per hour for the M.A. is added to the base.

Charles Bonnici presented the Federation's proposals on behalf of the A/CE faculty. Mr. Bonnici's testimony included the items of sick leave compensation and pay periods. The Federation's proposal included the introduction of a "Step Level Salary Schedule" for A/CE faculty, similar to that in effect for the K-12 faculty and found at page 90 of Joint Exhibit #1. This proposal would bring A/CE closer to parity with the K-12 faculty, by establishing salary levels at 90% of the comparable step in the K-12 salary schedule. The current "service credit" would be eliminated. According to Mr. Bonnici, A/CE faculty currently earn between \$7,057.00 and \$14,583.00 annually. Teachers possessing the B.A. receive \$14.91 per hour plus a 26¢ service credit, while those having the M.A. (or above) receive \$16.40 per hour plus the 28¢ service credit.

The Federation also seeks increases in sick leave, personal business leave and family illness leave. As contained in Union Exhibit #4, those proposals include twenty-five (25) days sick leave, five (5) days personal business leave and five (5) days family illness leave to be paid as used. Currently full-time A/CE faculty enjoy nine (9) days sick leave, three (3) days personal business leave and three (3) days family illness leave. Full-time A/CE faculty may elect to carry over unused sick leave to the next school year, or be compensated for it at 35% of their base pay.

The Federation has proposed similar increases on behalf of part-time A/CE faculty. Those with between 16 and 25 pupil contact hours shall receive one-half the sick leave allocation of full-time teachers, equal to 12 1/2 days. Teachers with less than sixteen (16) pupil contact hours will receive one hour of sick leave for every twelve (12) pupil contact hours. Personal business

and family illness days are to be similarly prorated. Unused days may be "banked" for future use or paid at 35% of the hourly rate.

By comparison, the K-12 faculty, with 180 pupil contact days currently receive fifteen (15) "short term" days sick leave, and five (5) days each for personal business and family illness leaves. Depending upon date of hire, K-12 faculty members may bank up to 180 days long term sick leave.

The District submitted its Exhibit #5 which illustrated the salaries paid to A/CE teachers in other Metropolitan area districts. According to the District, the Highland Park A/CE faculty were equitably compensated when compared to the rates paid in the districts named in Board's Exhibit #5, which included Southgate, Lincoln Park and River Rouge, among others. The record also shows at least eight other districts whose A/CE faculties receive less than the Highland Park A/CE teachers.

FINDINGS OF FACT

Full-time A/CE teachers have 120 pupil contact days versus 180 pupil contact days for teachers in the K-12 system. All A/CE faculty, part-time or full-time, and regardless of degree level, are compensated at an hourly rate of 1/10 of 1% of the beginning B.A. or M.A. salary. After one year's experience they receive an additional 26¢ per hour (B.A.) or 28¢ per hour (M.A.) service credit. Thus, under the current contract, A/CE faculty, after one year's service, earn \$16.68 per hour with a master's degree and \$15.17 an hour with a bachelor's degree. Apart from the one-time service credit, there is no additional remuneration for longevity. By comparison, evidence indicated teachers in the K-12 system earn approximately \$25.00 per hour and are compensated for length of service to the district.

Instructors in comparable districts earn salaries equal to or less than those paid to A/CE in Highland Park. No evidence was presented to establish monetary differentiation between B.A. and advanced degrees in the referenced comparison districts. Nor was any evidence offered to substantiate the Federation's request to compensate the A/CE faculty at 90% of the Step 3 level of the K-12 Salary Schedule. No full-time A/CE faculty positions have been eliminated, despite the loss of more than 800 students in the program, compared to 1983 levels. Other than sick days, full-time A/CE faculty benefits are identical to K-12 faculty. Both full-time and part-time A/CE faculty pay periods differ from those of the K-12 system. The A/CE program starts two weeks later each fall than K-12 and the A/CE faculty is not paid until October. The A/CE faculty receive their last pay check in May, and, thus, are without income from the district for some five months.

Part-time A/CE are currently entitled to one hour of sick leave for each twenty-four (24) hours of pupil contact. These hours may not be carried over into subsequent years, and if unused at year end, are compensated at 35% of the applicable hourly rate. Part-time faculty receive no personal business or family illness leave.

Full-time A/CE faculty receive nine (9) days sick leave and three (3) days each personal business and family illness leave. Faculty may elect to be compensated for unused sick leave at year end at 35% of their base pay or may carry over unused days until the next school year.

No evidence was presented by the parties to indicate either the amount of sick, personal business, or family illness leave paid, nor the rate paid, in other districts.

The Federation projects the cost to the district of the proposed A/CE increases at between \$40,000.00 and \$55,000.00. The district did not refute this estimate but objects to any and all increases on the basis of its budget deficits.

RECOMMENDATIONS

Upon review of the record and the above findings of fact, it is recommended that:

1. The parties reach an understanding to equalize the pay periods of both full-time and part-time A/CE faculty. Doing so will greatly reduce the economic strain upon faculty from May until October.
2. There be no salary increases for either part-time or full-time A/CE faculty. Inasmuch as the record illustrates that the Highland Park A/CE faculty is at least as well, and in some cases, better compensated than similar faculties in comparable districts, the Federation's request for an increase is unsupportable. Moreover, full-time A/CE faculty are paid an hourly rate, which, when compared to that of full-time K-12 faculty, closely approximates the percentage of A/CE versus K-12 pupil contact days. Although it is unfortunate that part-time A/CE faculty, according to Federation testimony exists "at or below the poverty level", I cannot recommend an artificial increase of their salary levels to remedy the ills attendant to their part-time status.
3. That full-time A/CE faculty be granted one additional sick day, but no increases in personal business or family illness leave. While I perceive a need for the additional sick day, I see no justification for additional personal business days or family illness days. These policies are certainly adequate when compared to those in other settings where employees have similar family responsibilities. Further, the Federation was unable to justify any increases in the latter types of leave. Clearly, its request for twenty-five (25) days sick leave and five (5) days each personal business and family illness are unreasonable when compared to the short-term sick leave (15 days) and personal business (5 days) and family illness (5 days) available to full-time K-2 teachers in the district.

No other changes in the current agreement are recommended.

4. That part-time A/CE faculty be granted additional sick leave based on the following schedule:

From 16-25 pupil contact hours: 2 hours

Less than 16 pupil contact hours: 1 hour

No other changes in the current agreement are recommended.

5. That the rate of pay for non-mandatory in-service days for full-time and part-time A/CE faculty be increased from its current rate of \$7.00 per hour. No justification was offered for this rate and it is evident that the school district and the students derive benefit from the faculty's participation in non-mandatory in-service days.

ITEM THREE: FRINGE BENEFITS

The Federation seeks changes in medical, dental and optical insurance coverages. Included as changes in medical insurance would be the provision of the Blue Cross/Blue Shield "reciprocity program" whereby members travelling outside Michigan could receive services covered by their Michigan Blue Cross/Blue Shield insurances. Also sought are additional benefits including substance abuse care, hearing aid services, and ambulance service, voluntary sterilization and abolition of the current 5/10% member liability.

Currently in effect is a dental insurance package which covers 75% of basic preventive, restorative, oral surgery, endodontic and periodontic services, as well as 50% of prosthodontic services, up to a maximum of \$900.00. The Federation proposes raising the maximum to \$1,200.00 and adding an orthodonture program with a maximum benefit of \$1,000.00 or 50% of the lifetime expenditure.

The record indicates some dissatisfaction with the current provider of optical care services, though not with the level of benefits provided. Thus, the Federation's proposal deals only with changing the service provider.

The Board opposes any changes in fringe benefits which would result in increased expenses for premiums.

FINDINGS OF FACT

No evidence was presented by either party to establish comparability with fringe benefits paid in surrounding districts.

Based on costs projected by the Federation, their proposed fringe benefit package would cost the District at least \$46,000.00 and possibly as much as \$94,000.00. The Federation produced no evidence that the District could afford even the minimum increase.

The District's testimony established current Blue Cross/Blue Shield costs of approximately \$1.2 million annually for K-12 and HPCC. The current dental plan costs approximately \$223,000.00, for all K-12 employees, and only the teaching faculty at HPCC.

No evidence was presented to justify increased expenditures of this magnitude, particularly when viewed against the backdrop of an originally projected loss of \$2.1 million for year ending 1985.

RECOMMENDATIONS

On review of the record and the findings of fact set forth above, it is recommended that all of the Federation's proposed fringe benefit increases be rejected and that the status quo be maintained.

ITEM FOUR: EARLY RETIREMENT INCENTIVES

The Federation has proposed an early retirement incentive program whereby teachers attaining the age of 55 years could retire, with the District responsible for an annual "stipend" of \$9,000.00 and payment of Blue Cross/Blue Shield medical insurance coverage until age 62, or a period of seven

years. In support of this proposal, the Federation contends the Board would save \$11,500.00 per retiring teacher in the first year of implementation. This proposal models one in existence in the Detroit district.

In costing out the proposal, the Board's Exhibit #6 assumes the retiring teacher at Step 15⁺, MA + 30 at a salary of \$32,483.00 being replaced by a Step 3, MA at a salary of \$20,395.00. Further assuming no salary increases, other than the increments due the replacement teacher, the Board's calculations indicate a net cost increase of approximately \$9,500.00, plus Blue Cross/Blue Shield premiums.

FINDINGS OF FACT

There is currently no such retirement "stipend" plan in the District and the record testimony cited only the City of Detroit Schools as having the proposed program.

While the evidence did not indicate, the Fact Finder concludes that the cost of continued medical insurance, even at a group rate, would be a substantial contribution in addition to the \$9,000.00 annual "stipend".

The testimony of the Federation does not lend itself to a conclusion of an \$11,000.00 savings, even in the first year. Instead, the Board's Exhibit #6 is a more accurate depiction of the financial realities.

RECOMMENDATIONS

Based on the foregoing findings of fact, I recommend that the union's proposal of a \$9,000.00 per annum early retirement incentive coupled with the Board's continued payment of Blue Cross/Blue Shield medical insurance premiums be rejected.

ITEM FIVE: CLINICAL NURSES CLAUSE

There remained five unresolved sub-issues generically contained in the "clinical nurses clause", those being (1) additional sick leave and personal

leave; (2) a salary distinction between clinical nurses having bachelor's and master's degrees; (3) pay for a preparation period for each teaching day; (4) waiver of tuition for classes taken at Highland Park Community College; and (5) an adjustment to create ten (10) pay periods of approximately equal length.

Presently the Clinical Nursing Instructors (CNIs) are a bargaining unit covered by an addendum (Joint Exhibit #2) to the Master Agreement (Joint Exhibit #1). The bargaining unit is described as "all part-time clinical nurses teaching clinical nursing and/or lab in the nursing department of Highland Park Community College (HPCC)" (Joint Exhibit #2). The CNIs are compensated at the rate of \$20.83 per contact hour, receive one paid day, consisting of three hours, for each sick leave or personal leave day taken per year.

In negotiations and fact finding, the Federation requested that paid sick leave and paid personal leave each be increased from three to fifteen hours per CNI per year. The District has offered one additional unpaid day for each sick leave and personal leave.

The Federation has requested that compensation levels for CNIs reflect a distinction between instructors possessing a bachelor's degree and those possessing a master's degree. During bargaining a "Clinical Nurses Proposal" was exchanged, introduced during fact finding as Union Exhibit #3. It contains a four-step salary schedule for BSN and MSN.

Item 3 of the Federation's proposals regarding the CNIs is a compensable preparation period for each teaching day.

FINDINGS OF FACT

The uncontroverted evidence submitted by the District as Exhibit #4 indicates that the CNIs' compensation is wholly competitive with other

programs of similar size and responsibility. Considering student/faculty ratios and compensation for meetings and/or preparation, they are clearly comparable with Madonna College, Oakland County Community College and Henry Ford Community College. Inasmuch as faculty at Wayne State, Schoolcraft College and Macomb Community College are not compensated for attendance at meetings or teaching preparation, but receive a higher hourly rate, the CNIs are equitably compensated.

While no evidence was ascertained regarding the number of BSN versus the number of MSN in the unit, the Fact Finder recognizes the quality of education offered the student can be impacted by the degree level of the instructor. Likewise, the District should expect to pay a premium for the MSN.

Of eleven institutions surveyed, only three (Henry Ford Community College, Oakland County Community College and Washtenaw Community College) compensate their clinical nursing faculty for preparation periods. However, Washtenaw, unlike Highland Park, does not compensate its teachers for attending meetings. It is significant to note that while the referenced programs compensate their faculty for preparation periods, their compensation rates range from approximately \$4.00 to \$11.00 per hour below that paid to the Highland Park CNI.

No evidence was presented to justify the Federation's request for an additional twelve hours pay for each sick leave and personal leave. The Fact Finder determines that the increased costs to the Board of this fringe benefit would approximate \$8,000.00.

The collective agreement (Joint Exhibit #1) limits waiver of community college tuition to full-time (generally defined as having 16 contact periods

per week) faculty members and their families. The CNIs in question have no more than twelve contact periods per week. The Federation maintains that an adjustment of pay periods to create ten periods of equal length would serve to lessen any financial hardship brought upon instructors not receiving pay during periods when school is not in session. While this arrangement could serve to reduce the amount of compensation per pay period, it would "bridge the gap" for those periods when school is not in session.

RECOMMENDATIONS

Based upon the above findings of fact and the record as a whole, it is recommended that:

1. No additional paid sick leave or paid personal leave be granted. This District's financial condition does not evidence the ability to support such increases, nor has the Federation established either the need or the unit's entitlement to these increased benefits.
2. The parties reach accord on a salary distinction between BSN and MSN. While the Federation's proposals have merit in principal, I cannot recommend their adoption at this time as the costs appear prohibitive. Guidance to the parties may be found in the example of Madonna College, which pay rate ranges from \$14.00 to \$20.00 per hour and which distinguishes MSN as Adjunct Faculty and BSN as Clinical Instructor. Recognizing that the CNIs are equitably compensated vis a vis other programs, it is recommended that the solution to the requested distinction be found within the current hourly rate of \$20.83, i.e., that that rate be the maximum hourly compensation. Using the Federation's Exhibit #3 as an example, an MSN at Step 4 + 10 years should receive \$20.83 per hour while both MSNs and BSNs at lesser Steps would receive lesser rates.
3. CNIs not be compensated for preparation time. The evidence indicates that only two other programs which compensate for meetings also compensate for preparation time. Notably, their hourly rates are from \$4.00 to \$11.00 below those of the CNIs. Perhaps their paid preparation periods attempt to compensate for a lesser hourly rate.

4. Inasmuch as the Master Agreement (Joint Exhibit #1), limits community college tuition waiver to full-time community college faculty, such waiver should not be extended to the CNI.
5. The parties agree upon an adjusted pay period schedule which would "bridge the gap" for those periods when school is in recess.

B. NON-ECONOMIC ISSUES

ITEM ONE: SCHOOL YEAR CALENDAR

First among the Federation of Teachers' non-economic issues was that of the 1984-1985 Academic Year Calendar. The testimony presented to the Fact Finder indicated that the academic year calendar had been a negotiated item during at least the last contract (Joint Exhibit #1). The parties are currently working with an academic year calendar proposed by the Board of Education.

At issue are the number of teacher work days, the number of pupil attendance or contact days, and a winter break which the Federation of Teachers proposes occur during March 1 - 4.

FINDINGS OF FACT

There was considerable testimony offered by both the Federation and the District relative to the new state law that prescribes no fewer than one hundred eighty (180) pupil attendance days in the K-12 system in Michigan. While maintaining that the academic year calendar is a non-economic item, the Federation contends that the District's Proposed Teacher K-12 Calendar 1984-1985 (District's Exhibit #8) insofar as it demands 183 teacher work days and 181 pupil attendance days, requires additional work without additional compensation. The Federation contends that prior to the state law mandating a minimum of 180 pupil attendance days, the teachers actually worked less than that amount, as "snow days" were not made up.

The record indicates that K-12 Calendar 1982-1983 and 1983-1984 each provided for 183 teacher days and 181 pupil attendance days. These calendars were negotiated by the parties. The calendar currently in use (District's Exhibit #8), though unilaterally imposed by the District, does not differ in

total teacher days (183) nor total pupil days (181) from prior negotiated agreements.

Testimony received from Mr. Stindt of the District indicated that the District views the academic year calendar as an economic item, inasmuch as a reduction in the number of teacher work days would effectively alter the teacher's levels of compensation. Moreover, the Board has not sought to increase either teacher work days or pupil attendance days, despite the recommendations contained in the report "Crisis in Education". The District maintains that although the 1984-1985 K-12 calendar lists 181 pupil attendance days, there are, in fact, only 180 days, as June 13, 1985 designated as "Teacher Record Day", is not countable as a pupil attendance day.

The Federation would justify the March 1-4, 1985 winter break as a welcome hiatus from the "cabin fever" of a long winter. Although no causal connection was made, testimony indicated previous instances of quarrelling and fisticuffs among students during this time period.

Under the District's calendar providing for a winter break on Friday, February 22, there are 23 school days since the last previous holiday, Black Heritage Day on Monday, January 21, 1985 and 29 school days until Easter recess beginning on Good Friday, April 5, 1985. Using the Federation's proposed calendar suggesting a winter break from Friday, March 1, 1985 through and including Monday, March 4, 1985, one finds that following Black Heritage Day on January 21, 1985, there are 28 school days prior to the proposed break of March 1-4. From March 5 until Easter recess on April 5, there are 23 days.

RECOMMENDATIONS

1. It is recommended that the District's Proposed Teacher K-12 Calendar 1984-1985 be adopted as it relates to total teacher work days and pupil attendance days. Such action would serve the best interests of the students in the District.
2. It is further recommended that the District's proposal for a winter break be adopted. The Fact Finder is sensitive to the students' needs for a "change of scenery" during a long winter, but there is no quantifiable reason presented to schedule the break for the first weekend in March. The proposed calendars of either party evidence little difference in number of school days before or after the winter break.

ITEM TWO: REASSIGNMENT

An additional non-economic issue raised by the Highland Park Federation of Teachers was that of teacher reassignment. The Federation's position during bargaining was that the reassignment clause either be removed from the collective bargaining agreement or be modified to contain a seniority protection provision similar to that contained in the transfer provision, Article V, Section C. The Federation contends that the Board is misusing the reassignment language to the detriment of the teachers.

The collective bargaining agreement, Article V, Employee Placements, Section B, Assignments and Reassignments, provides that:

Prior to the commencement of each school year, teachers are assigned, i.e., appointed to a specific location within specific subject areas at an appropriate grade level. An appointment during the normal assignment process (May 1 to the opening of school) to a location and/or subject area and/or grade level which differs from the prior year's assignment will be considered a reassignment under the terms of the contract.

The reassignment process is readily distinguishable from that of transfer which is found in Article V, Section C of the collective bargaining

agreement. The most noticeable difference is that a transfer is "the movement of a teacher from one position in the school system to another position within the school system during the course of the school year", while a reassignment occurs prior to the commencement of the school year (emphasis added). Further, unlike the reassignment clause, the involuntary transfer clause contains seniority protection language which mandates that:

No tenured teacher shall be involuntarily transferred from one school to another under this paragraph while a lower seniority teacher, qualified to fill the position to which the tenured teacher is transferred, is retained in the school in a position which the tenured teacher is qualified to fill.

On behalf of the Federation, Mr. Bobbitt maintained that the reassignment provision is often utilized as a punitive device, effective in stifling union activity in at least one facility in the district. While the Federation believed the clause would be manageable if the School Board Administration were able to curb the alleged abuses at one specified facility, its preference would be for the elimination of the clause.

Testifying on behalf of the District, Dr. Harrison related the historical background of the reassignment provision, indicating it was the quid pro quo for the union's request to prevent laid-off Highland Park Community College faculty from "bumping" into positions in the K-12 system. He further stated that during the past three years only two teachers were reassigned from the building in question, with only one questioning the reassignment. It was stated that the reassignment decision is not made by the individual building administration, but instead, is a decision reached jointly by the building administrator and central staff (Lloyd, Harrison, Stindt), and is, therefore, insulated from the abuses alleged by the Federation.

FINDINGS OF FACT

The parties negotiated in good faith and included the present reassignment language in their collective bargaining agreement as early as 1979. Only two instances of reassignment were presented in the three years immediately preceding this fact finding. There is no requirement, under the collective bargaining agreement, that involuntary reassignments take into consideration the seniority of the affected teacher.

RECOMMENDATIONS

Upon the entire record and the above findings of fact, it is my recommendation that the reassignment language remain until such time as the parties mutually agree to amend or delete the provision.

Notwithstanding the Federation's belief that reassignments are not subject to the contractual grievance procedure, I find no such prohibition therein. Clearly, the grievance procedure shall apply to "a complaint by a bargaining unit employee, or by the union in its own behalf, concerning: (1) any alleged violation of this Agreement, or (2) any disciplinary action". (Article XXII, Section A). Use of the reassignment provision as a disciplinary device would appear to be for a purpose unintended by the parties in their negotiations and could be construed both as a violation of the agreement and as disciplinary action, each subject to the grievance procedure.

ITEM THREE: SPECIAL EDUCATION TEACHERS

Mr. Robert E. Williams presented the Federation's position regarding job assignment and released time for special education (learning disability and speech and language) teachers. Although presented as separate sub-issues in

the Petition for Fact Finding, the record reveals these items are at least interdependent and will be treated accordingly herein.

Of concern to the special education teachers are job assignments, or more correctly, job content and released time. The claim for additional released time is based upon the amount of time needed to administer a battery of required tests and meet with faculty, administrators and parents to review and implement test results.

Mr. Williams testified to instances of special education teachers spending from 60 to 80 hours of their own time in keeping up with their work because of job content which required testing and related administration. Pursuant to Item 17 of the Auxiliary Schedules contained in Joint Exhibit #1, these teachers were entitled to up to 40 hours additional compensation which was denied. According to Mr. Williams, the Board administrators had committed, during the last negotiations, to a joint resolution of the problem but none was reached.

Learning disability teachers are obligated to follow Michigan Department of Education guidelines regarding a lengthy procedure known as the "Individual Education Program Committee" having a multitude of responsibilities thereunder, including interactive meetings with classroom teachers, building administrators and school psychologists. It was noted that the Highland Park District is the only one in the state which places such a burden on the learning disability teacher. Ms. Edwinna Lauchie testified that at the Middle School, two individuals perform two separate functions; one teaches only, while the other teaches and coordinates cases.

Supplementing its Exhibit #12, which was proposed during negotiations as new language to be added at the end of the current language in Section D, page

31 of Joint Exhibit #1, the Federation proposal during fact finding was that special education teachers with case coordination responsibility be given one hour released time, as well as scheduled preparation time, each day, and that a review committee be established to monitor the situation.

The District's position was presented by Mr. Stindt who introduced Board's Exhibit #10 entitled "Special Education -Proposed Administration Action to Resolve Case Coordination Concerns". Mr. Stindt explained that Exhibit #10 had been submitted to the Federation's negotiators on or about July 25, 1984 and was responsive to their request for additional released time for special education teachers with responsibility for case coordination. He suggested that while special education teachers have the added responsibilities imposed by required testing procedures and case coordination, it is no greater than the responsibility of English or Mathematics teachers, as they deal with greater numbers of students than do the special education teachers. In addition, the special education and speech and language teachers are eligible for up to 40 hours additional pay pursuant to Items 15 and 17 in the Auxiliary Schedules contained in Joint Exhibit #1.

FINDINGS OF FACT

The parties concur that Department of Education requirements place additional administrative burdens upon special education teachers and speech and language teachers. The District suggests that more careful scheduling of testing and placement activities would help resolve the problem. The auxiliary salary schedule provides for additional compensation, up to 40 hours, for the administrative activities incumbent upon these teachers. During negotiations, the parties discussed means of resolving the problem within the parameters of the collective bargaining agreement. Moreover,

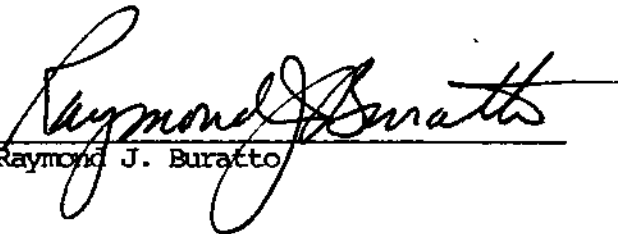
during the fact finding proceedings it became evident to me that the parties were amenable, with some outside persuasion, to adopt the proposal contained in Board's Exhibit #10.

RECOMMENDATIONS

Upon the findings of fact set forth above, it is recommended that the parties adopt the proposal set forth in Board's Exhibit #10, with the understanding that special education and speech and language teachers be compensated in accordance with Items 15 and 17 of the Auxiliary Schedule for test administration and/or case coordination activities, and/or teaching related administrative activities which are impacted by the case coordination and test administration responsibilities placed upon these teachers. If these recommendations are adopted, violations thereof shall be subject to the grievance procedure.

CONCLUSION

The above Report, along with the Index to Submissions attached hereto, represents the Findings of Fact and Recommendations arrived at following the Hearings conducted by the Fact Finder. Originals of the Exhibits have been forwarded to the Michigan Employment Relations Commission.


Raymond J. Buratto

Dated: January 30, 1985

INDEX TO EXHIBITS

Joint Submissions

- #1. Collective Bargaining Agreement 1982-1984
- #2. Collective Bargaining Agreement 1979-1982
- #3. Clinical Nurses Addendum to Collective Bargaining Agreement

Submitted by the District

- #1. School District's Financial Statements as of June 30, 1984 and 1983 together with Auditor's Report and Comments.
- #2. 1983 Fourth Friday Report Revised Copy Dated October 31, 1983.
1984 Fourth Friday Report Dated October 26, 1984.
- #3. 1984-1985 Revised Budget of the P-12 Division.
- #4. Summary of Pay Rates for Part-Time Clinical Instructors in Nursing.
- #5. Adult and Continuing Education Salary Information From Wayne County Intermediate School District.
- #6. Projected Cost of Retirement Proposal.
- #7. Summary of Status of Negotiating Proposals.
- #8. Proposed School Year Calendars
 - A. A/CE Day School Calendar
 - B. Highland Park Community College
 - C. K-12 Division
- #9. Board Counter Proposal to Highland Park Federation of Teachers Counter Proposal - August 29, 1984.
- #10. Special Education - Proposed Administrative Action to Resolve Case Coordination Concerns.
- #11. 1984-1985 Revised Budget for the Highland Park Community College.
- #12. Direct Fringe Benefit Costs.
- #13. Letter of Clarence E. Brantley dated January 16, 1985 detailing Revised Property Tax Revenue Projections.

Submitted by the Federation

- #1. Proposed School Year Calendar K-12 Division.
- #2. P-12 Teacher Count in Salary Schedule 1983-1984.
- #3. Clinical Nurses Proposal.
- #4. Union III - Economic Proposal July 12, 1984.
- #5. Union Proposal regarding Tuition Reimbursement.
- #6. Salary Changes 1983-1984 to 1984-1985 Districts Geographically Adjacent to Highland Park - November 21, 1984.
- #7. Listing of Districts by County with County and Tri-County Ranking Indicated (1983-1984) - November 20, 1984.
- #8. Listing of Districts by County with County and Tri-County Ranking Indicated - November 20, 1984.
- #9. Percent of Current Operating Expense: Highland Park Compared to Group D (Average of 50 districts with membership of 5,000 to 9,999) Average of Wayne County School Districts (1982-1983).
- #10. Percent of Current Operating Expense: Highland Park Compared to Group D (Average of 50 districts with membership of 5,000 to 9,999) Average of Wayne County School Districts (1983-1984).
- #11. Comparison of Highland Park's P-12 General Fund Expenses for 1983-1984: Financial Report versus Audit.
- #12. New Language Proposing Released Time for Special Education Teachers.
- #13. Letter of James Robbitt dated January 18, 1985 Responding to District's Disclosure of Revised Deficit Based on Revised Property Tax Revenue Projections.