

1264
RECEIVED

STATE OF MICHIGAN 1984 DEC -3 AM 9:27

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of
Fact Finding Between:

HURON SCHOOLS,

Employer,

Case No. D83 H-2186

-and-

Fact Finder: Jerold Lax

WAYNE COUNTY MEA/NEA,

Union.

Jerold Lax 11-30-84 /

Appearances:

For the Union - George R. Trudell

For the Employer - Susan M. Lange

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARYFACT FINDER'S REPORT

In this matter, the parties have been without a collective bargaining agreement since the 1981-1982 school year. The parties have attempted to negotiate a collective bargaining agreement since the expiration of the prior agreement, but without success. The Employer requested mediation, and a state mediator met with the parties on three separate occasions. Mediation failed to produce agreement on a new contract. Thereupon, the Employer petitioned for fact finding, with wages being the sole subject of the of the fact finding petition. The undersigned was appointed fact finder by the Michigan Employment Relations Commission, and a hearing was held at which each party had the opportunity to produce evidence in support of its position. At the outset of the hearing, the

Huron Schools

Union expressed serious reservations as to the utility of the fact finding process in resolving the dispute.

Although wages had been the sole subject of the fact finding petition, the Employer, prior to the hearing, sought to revise its fact finding request so as to seek a recommendation that an additional day be added to the 1984-1985 school calendar to make up for an alleged work stoppage by the members of the bargaining unit on September 12, 1984. Further, although the prior bargaining between the parties had covered only the school years 1982-1983, 1983-1984, and 1984-1985, the Employer sought, prior to the hearing, to amend its request so as to seek a recommendation also with regard to the 1985-1986 school year.

The proposals made by the parties with regard to wages prior to the institution of fact finding were as follows:

Employer

Union

1982 - 1983

3% increase over prior contract, with specified additional compensation for teachers holding designated advanced degrees

5% increase over prior contract

1983 - 1984

no increase over 1982 - 1983 proposal

3% increase over 1982 - 1983 wages, plus unlimited cost of living adjustment

1984 - 1985

increase of from 3% to 5% based upon pupil enrollment, with additional bonus in the event the enrollment exceeds 2,690 students

5% increase over 1983 - 1984 wages, plus unlimited cost of living adjustment

Although, prior to the hearing, the parties had not bargained concerning 1985-1986 wages, the Employer proposed at the hearing that a recommendation be made that 1985-1986 wages be increased in accordance with the same formula proposed by the Employer for the 1984-1985 school year. The Union made no proposal for the 1985-1986 school year.

The basic positions of the parties in support of their respective wage proposals may be summarized in the following manner. The Employer characterizes itself as a small district with a relatively low state equalized value, and also dependent to a higher degree than most Wayne County school districts upon revenue received as a result of the provision of adult education services. Further, the Employer contends that the Union received substantial wage increases during the last collective bargaining agreement between the parties, and that in part as a result of these increases, it was necessary for the school district to cut back on many programs which it now wishes to restore. The Employer suggests that even if its wage proposals were accepted, the members of the bargaining unit would remain within the top third of teachers in Wayne County with regard to pay. While the Employer focuses upon the relatively low state equalized value in the district and upon the historical dependence of the district on revenues derived from adult education, the Union focuses upon the fact that the millage rate in the district also ranks among the lowest in Wayne County. It is the position of the Union that it is being requested by the Employer to bear the burden of the community's alleged unwillingness to tax itself adequately to

provide adequate revenues to support all aspects of the educational system, including the salaries of teaching personnel.

Although, as will be noted below, the information provided by the parties does not make it possible to find all relevant facts with certainty, and although at least one of the parties has already expressed in no uncertain terms its doubts as to the effectiveness of the fact finding process, I will make the following findings of fact and recommendations.

FINDINGS

1. Because, as one progresses from the 1982-1983 school year through the 1985-1986 school year, an increasing number of districts in Wayne County are found to lack collective bargaining agreements with the relevant groups of employees, it is not possible to determine precisely where the proposals of the Employer and the Union would leave the employees of the Huron Schools in comparison with employees of other districts. The Union suggests that it is likely to settle at high levels in many of the outstanding districts, and that the Employer's proposal therefore would not place the employees in as favorable a position as would be suggested by data from those districts which have already settled. It is difficult, however, to assume that the Union will necessarily settle all districts at the high levels for which it hopes. Consequently, I would conclude, though discounting for obvious gaps in information, that while the Union's proposals would place the Huron teachers very close to the top in terms of the teachers in Wayne County, the

proposals of the Employer nonetheless would maintain the teachers within approximately the top one-third of the districts in the County.

2. The school district has historically had a greater proportion of adult education students than other districts of its size, and the presence of these students in the district has accounted for a substantial amount of the district's revenues. Because of present uncertainty as to the extent to which residents of nursing homes will be permitted to be counted in determining State aid to the school district, there is a possibility that the district may lose in excess of \$300,000 in revenue during the present school year; efforts, however, are being made to allow the nursing home residents to be counted, and it is therefore possible that a favorable determination can be made so as to preserve the revenues in question.

3. It does appear that a number of important school district programs were reduced during the period 1979 through 1982, and that the school district wishes to restore these programs. Although the teachers received wage increases during the last collective bargaining agreement which included, among other things, increases of some 10% each year during the final two years of the contract, it is not possible to attribute the reduction in school programs entirely to the existence of the collective bargaining agreement. No comparative data was presented to indicate that the teachers' contract was disproportionately high in comparison to teachers in comparable districts. Moreover, as will be noted below, the district has had a rather

consistent recent history of failing to approve of millage increases, and there is no obvious reason why the reduction in programs cannot be attributed as easily to a shortage of revenues as to an expenditure of funds on any other particular item such as teachers salaries. While it may be possible to argue that refusal of the voters to approve millage increases may be a reaction to such factors as collective bargaining agreements, there is no conclusive evidence in the present case to suggest this to be the fact. Further, unless it were clear that the collective bargaining agreements had been in some sense excessive, the fact that voters may have reacted adversely to collective bargaining agreements is not a persuasive reason to reduce agreements below the level of fairness in future years.

4. Although it would appear that employees in an administrators' bargaining unit and in a bargaining unit represented by the Teamsters' Union received no pay increases for the 1983-1984 school year, the parties would appear to agree that in the event the teachers were awarded an increase for the period in question, the employees in the other bargaining units would receive comparable increases. Hence, the administrators' and Teamsters settlements do not provide a precedent for eliminating any increase for teachers in the 1983-1984 school year.

5. The budget figures provided by the school district suggest that there may be little flexibility in the budget for wage increases of a magnitude greater than that proposed by the district; there is, however, the possibility that revenues in subsequent years, in the event that efforts were made by the

school district to encourage additional millage, may accommodate increases somewhat greater than those proposed by the district.

6. The district does rank near the bottom with regard to state equalized value in Wayne County (33 out of 36 in 1982-1983). The district, however, also ranks near the bottom in operating millage (29 out of 36 in 1982-1983). The district has a rather consistent history of rejecting millage increases since approximately 1978.

RECOMMENDATIONS

The following recommendations represent an effort to take into account the school district's legitimate interest in restoring important programs under circumstances where a degree of uncertainty exists as to the reliability of historically-important sources of revenue to the district, while at the same time not imposing on the Union the sole responsibility for these restorations.

1. For the school years 1982-1983 and 1984-1985, I would recommend that the wage proposal of the Employer be accepted.

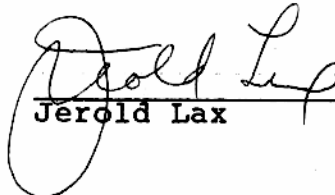
2. For 1983-1984 I would recommend an increase comparable to that offered by the Employer for the school year 1982-1983 (i.e. 3%, with additional compensation for holders of specified advanced degrees). Based on figures provided at the hearing, this increase would be slightly in excess of the cost of living for the period in question.

3. I would not make a recommendation for the 1985-1986 school year. As a technical matter, the parties have not engaged in any genuine bargaining with regard to this period, and a fact

finding recommendation might therefore be inappropriate. Moreover, the results of an imminent millage election and similar such elections in the future might provide information which should legitimately be taken into account by the parties in determining an appropriate wage level for the period in question. While the expressed desire of the Employer to provide some certainty for the foreseeable future is understandable, and while collective bargaining has obviously not produced agreement for an extensive period of time among the parties, it nonetheless would be more appropriate for the parties to bargain concerning 1985-1986 on the basis of all facts which might be available to them at a subsequent date.

4. I will make no recommendation as to the Employer's desire for an extra day during the 1984-1985 school year, this matter being more appropriately left to other administrative proceedings which have been commenced to consider the propriety of the Union's action on the occasion when services were allegedly withheld in an improper manner.

Date: 11-30-84



Jerold Lax