

STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

BEFORE
PATRICK A. McDONALD
FACT FINDER

RECEIVED STATE OF MICHIGAN
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

IDA PUBLIC SCHOOLS

-and-

IDA EDUCATION ASSOCIATION.

Patrick A. McDonald 12-7-78

Case No. D78-E1517

FACT FINDER'S REPORT AND RECOMMENDATIONI. APPEARANCESFor Ida Public Schools

Herbert Gabehart, Supt.
3145 Prairie St.
Ida, Michigan 48140

Donald J. Bonato, Esq.
900 Stoddard Bldg.
Lansing, Michigan 48933

For Ida Education Assoc.

Mr. Charles Keeling
Uniserv Dir.
Ida Education Assoc.
17 West Main St.
Milan, Michigan 48160

II. INTRODUCTION

Your Fact Finder did receive notice from the Department of Labor for the State of Michigan on September 23, 1978 that he had been appointed the Hearing Officer and Agent to conduct a Fact Finding Hearing pursuant to Section 25 of Act 176 of the Public Acts of 1939 and to issue a report with recommendations with respect to the matters of disagreement with the above referenced parties. Pursuant to such authority, the parties were contacted and a hearing was scheduled for Tuesday, October 17, 1978. That hearing was

conducted with all parties being present.

Negotiations had continued throughout 1978 and despite the efforts of a mediator, the parties were unable to conclude an Agreement. Having reached an impasse, the Ida Education Association petitioned the Michigan Employment Relations Commission for Fact Finding. At the October 17th hearing, the parties outlined eight (8) different areas which were still unresolved and which divided them. Prior to the formal Fact Finding Hearing beginning, a number of separate caucuses and meetings were held. As a result of this, one of the eight issues was settled and several others were close to settlement. Seven issues remain for resolution. These include 1.) Salary, 2.) Salary Grid, 3.) Placement on Salary Schedule, 4.) Dental Insurance, 5.) Term Life Insurance, 6.) Extra Curricular Salaries and 7.) Tuition reimbursement. Your Fact Finder has carefully examined all material submitted to him and forwards this report, which I earnestly hope will prove instrumental in providing a guideline to settlement of the complete Collective Bargaining Contract.

III. DISCUSSION AND DECISION

Issue No. 1 - Salary Schedules

While each issue is discussed separately, your Fact Finder finds all of them related to an acceptable final settlement. Therefore, the issues are not to be taken out of context with the total recommendations made for a settlement of the Contract.

The data placed in evidence by both parties indicates a slight dispute on the number of teachers in the unit. The Board of Education indicates

there are 107-1/2 teachers equivalents in the unit while the Education Association indicates there are 105 such equivalents. To be noted is that of this number, approximately 60% are on the BA Scale, with the remaining 40% on the MA Schedule. Of the 107-1/2 equivalents in the unit, 43 or approximately 40% of the unit is at Step 10, the final step, of both the BA and the MA schedules.

The parties have proposed improvements in both the BA and the MA schedules from step 0, the beginning step to and including step 10, the final step. The respective positions of the parties in terms of percentage increases which include annual step increments is as follows:

Step	<u>B.A. Scale</u>		<u>M.A. Scale</u>	
	<u>I.E.A.</u>	<u>Bd.</u>	<u>I.E.A.</u>	<u>Bd.</u>
0	4.3%	3.5%	7.5%	6%
0-1	11.92%	8.27%	12.49%	10.55%
1-2	12.48%	8.81%	12.38%	10.96%
2-3	13.42%	10.18%	16.92%	11.33%
3-4	12.31%	10.41%	15.08%	10.63%
4-5	12.36%	10.71%	14.52%	10.81%
5-6	12.86%	10.23%	14.51%	10.99%
6-7	12.88	11.94%	14.50%	11.14%
7-8	12.67%	12.74%	13.82%	12.48%
8-9	12.75%	12.16%	13.7%	11.88%
9-10	13.19%	13.19%	13.35%	13.35%
10	8.4%	8.4%	8.3%	8.3%

The parties are in basic agreement concerning the differences in cost of the two proposals. It is estimated that the Association proposal would cost \$1,745,725.00. The Board offer is estimated to cost \$1,724,100.00. The difference is \$21,625.00.

The parties, in submitting percentage and dollar cost figures are in dispute as to whether the annual increment a teacher receives, is indeed, a pay raise and whether it should be included in calculating a percentage increase. Authorities could be found supporting each particular side of this question. Several Fact Finders believe that it is basically a longevity increase and is not to be considered in calculating an annual increase. Several others cite the fact that new monies must be added to the annual budget and that the teacher does receive additional monies over and above that received the previous year. I believe that the most logical and reasonable arguments support the conclusion that the annual increment should be considered when calculating salary improvements for employees. Certainly the cost of such increases must be considered in a school board budget and it does amount to new monies in each teacher's paycheck the following year. Furthermore, in the Ida Public School Contract, in addition to annual increments, which occur at each step at both the BA and MA schedules, there is included on page 30 a provision for longevity pay for service in Ida Public Schools since 1946. That includes an additional amount of money ranging from \$200 to \$600, depending upon the number of years of service with the school system. At the Fact-Finding Hearing, the District did not contend that a deficit would be created should the Association's salary proposals be adopted. They did, however, indicate that their general fund cash equity would be reduced greatly should the Association proposal be adopted.

As with many school districts in Michigan, the student population for the Ida Public Schools declined from the 1977-78 school year to the 1978-79 school year. In the case of Ida Public Schools, this amounted to a decline of 77 students. Using the membership allowance rate of \$1,314 per student, the district suffered a reduction in revenues of \$101,178.00 (2,037 students).

ISSUES IN DISPUTE

Salary

Salary Grid

Placement on Salary Schedule

Both parties submitted exhibits comparing Ida Public Schools with other school districts in Monroe County. During the past school year, 1977-78, Ida Schools ranked 5th in terms of BA maximums and 6th in terms of MA maximums. If either the Board or the Association proposal were approved, it appears that the rankings of such schedule maximums would be improved somewhat.

One of the difficulties that the parties have encountered in being able to achieve a voluntary settlement in this case, has been the fact that in negotiations, whether correctly or incorrectly, the School Board received the impression that an 8.4% increase at the BA maximum step and an 8.3% increase at the MA maximum step would be sufficient to achieve a Contract settlement despite the fact that the intermediate steps one through nine were 2% to 3% less. The Association, on the other hand, indicates that such discrepancies between the steps is not satisfactory and that an agreement cannot be concluded so long as such a disparity in rates occurs.

Both parties acknowledge that a greater increase at the maximum step is not uncommon. This is particularly the case because teachers at the maximum step do not receive annual increments as is the case with other teachers. I concur in such reasoning and my recommendations reflect such a philosophy. This is particularly the case when 40% of the unit is at the maximum steps of both schedules. By the same token, I can well understand the difficulty of the Association negotiating team in fairly representing all its members, if it were to accept a proposal with as much a disparity as is included in the present Board proposal. I do therefore recommend to the parties the following schedule for both the BA and MA levels:

<u>Step</u>	<u>BA Level</u>	
	<u>BA</u>	<u>MA</u>
0	4%	6%
1-2	5%	6%
2-3	5%	6%
3-4	5%	6%
4-5	6%	6%
5-6	6%	6%
6-7	6%	6%
7-8	7%	6%
8-9	7%	7%
9-10	7%	7%
10	8.1%	8%

If analyzed, it would indicate that these recommendations diminish the disparity between steps one through nine and step ten on both schedules. The intermediate steps have been increased from 1/2 to 1 percent, while the

maximum step recommendation is .3 less than the present Board proposal. Despite the very small decrease in the step 10 proposal, my recommendation at the 10th step is still above the County average by .13 percent at the MA level and .59 percent at the BA level. I believe such a recommendation will result in a more equitable salary proposal for all unit employees. At the same time, this recommendation is sensitive to the economic realities of the District.

In its negotiations, the Association had proposed a new schedule entitled "MA plus 15". Under this salary schedule, teachers who have 15 credit hours beyond the MA degree would receive an extra \$600.00. While the Board has reacted positively to certain aspects of this proposal, it has indicated that it would provide the extra \$600.00 only to those teachers who were at the tenth step of the MA schedule and thus would not be receiving an annual increment over and above that proposed under this new column.

While such additional schedules are common in many urban areas, that is not the case in Monroe County. Only three of the school districts in the County do have separate salary schedules for teachers who have earned credits beyond the MA degree. As has been pointed out by the School Board, however, no school districts of comparable size to the Ida Public Schools have a separate salary schedule for MA plus 15. Under these circumstances, I do strongly recommend to the Association that for this Contract, the MA plus 15 schedule be established, but that it apply only for those teachers at the tenth, or final step of the MA schedule.

There also appears to be a dispute between the parties concerning the type of education for which credit should be given for placement on the various salary schedules. The Board's position is that extra compensation

for education beyond a BA level should only be given if the education is in the field taught by the teacher. To achieve MA status, the Board is willing to pay a teacher in accordance with the MA salary schedule if the teacher has 30 graduate hours in the field in which he or she is a teacher. The Association on the other hand, contends that a teacher should be paid pursuant to the MA salary schedule, even if the 30 hours are not graduate hours or not in the field taught by the teacher.

The reason for a separate MA schedule or MA plus schedule is to provide an incentive for teachers to continue to improve their efficiencies in areas that will be of value to the children they teach and to the school system. As such, there should be a correlation between courses being taken and possible courses to be taught. I suggest that the parties adopt language which would give credit for graduate hours taken in the field in which the teacher is either teaching or has a major or minor in their BA field.

DENTAL INSURANCE

Presently, the teaching employees are provided a dental plan "A" from Delta Dental Services. This plan pays 75% of the cost of basic dental services and 50% of the cost of prostheodontic dental services. The present cost of such a plan is \$18.64 per month, which multiplied by a monthly premium and the number of teachers, amounts to \$24,157.00. The Association has proposed an increase in coverage to Delta Dental Plan "E". Under this plan, basic dental services and prostheodontic dental services are provided to employee members on an 80-20% basis. This coverage would amount to \$22.52 per month on an annual basis amounts to \$29,185.00, or a difference of \$5,028.00. I find

that Deltal Dental Plan "A" is comparable to the plans in force in a majority of the Monroe County School districts. Were this a two year Collective Bargaining Agreement, I would recommend that the current coverage be improved to Deltal Dental Plan "E" in the second year of the Agreement. In the absence of a two year contract, and with the emphasis on salary increases, I recommend that an improvement in this fringe benefit be delayed until the 1979-1980 school year.

EXTRA CURRICULAR ACTIVITIES

Both parties have made proposed changes in terms of salaries for extra curricular activities. The present Board proposal includes five (5) such new positions. Aside from one position concerning Jr. High volleyball, coach, the disputes concern percentage increases only. Because of the very minor differences between the two parties' positions, I would recommend that the Board proposed percentages be adopted for the Contract, and that a Jr. High volleyball position be established at a 4% level.

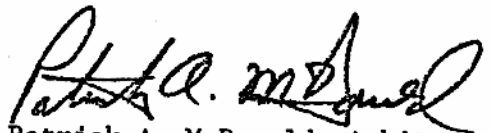
TUITION REIMBURSEMENT

The present Contract language indicates that the Board would reimburse teachers at the rate of \$15.00 a semester hour toward tuition above the 18 hours required by the State of Michigan in the field in which the teacher is teaching. The Board has proposed to increase this amount to \$20.00 per semester hour for each graduate course above the 18 hours in the field in which the teacher is teaching. The Association has proposed a reimbursement rate of \$32.50 per semester hour and does not include the requirement that courses be graduate level or in the field in which the teacher is teaching. As I mentioned in

CONCLUSION

While there are still a large number of issues in dispute between the parties, it is obvious that the major issue is that of salary schedules. While we have discussed these issues separately and made separate recommendations, I must again emphasize that all of the recommendations are related to one another. In otherwords, this report is not to be looked upon as an artichoke in which either party can pick and choose those conclusions or recommendations that they prefer. Some benefits proposed by the Association were not recommended so that improvements in other areas might be made. I would hope that the parties might respect the total integration of the recommendations and treat them in such a fashion to provide a total settlement package. I wish to thank both parties for their excellence in presentations and express the sincere hope that this report will provide a satisfactory basis for a settlement before the conclusion of this calendar year.

Respectfully submitted,


Patrick A. McDonald, Arbitrator

Dated: December 7, 1978