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MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding  
between:

INLAND LAKE SCHOOLS

Case No. G82 F-1447

and

NORTHERN MICHIGAN EDUCATION  
ASSOCIATION

REPORT AND RECOMMENDATIONS  
OF FACT FINDER

A p p e a r a n c e s :

For the Board:

For the Association:

Thomas Oakley  
Michigan Association of  
School Boards  
Thomas O. Makela, Superintendent  
of Inland Lake Schools

M. Kay Habitz, Represen-  
tative of the Michigan  
Education Association

Pursuant to a request for fact finding by the Northern Michigan Education Association (Association), the representative of the Bargaining Unit, the undersigned, Stanley G. Thayer, was duly appointed on August 24, 1983, by the Michigan Employment Relations Commission, as the Fact Finder and Agent to conduct a fact finding hearing pursuant to Section 25 of Act 176 of the Public Acts of 1939, as amended (MCA 423.23; MSA 17.454(27)), and the Commission's regulations, to issue a report with recommendations with respect to the matters in disagreement. A Collective Bargaining Contract between the Board and the Association was in effect from September 1, 1979, to August 31, 1982. Inland Lake Schools have been operating without a contract since August, 1982, though negotiations have been going on for some 16 months. There are approximately 728 students in the school district, including an elementary school and a

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high school. There are 36 employees in the bargaining unit. Mediation was commenced on July 14, 1982, with Robert Rombouts as Mediator, and continued until January 27, 1983, with the parties far apart on a number of issues. The last bargaining session prior to the fact finding hearing was held on August 3, 1983, with no progress being made, according to the parties.

The purpose of the Fact Finder is to review the negotiation positions held by both sides. The last negotiating session, prior to Fact Finding, was held on August 3, 1983, although one session was scheduled for August 30, 1983, which was canceled due to the frozen position of both parties. The Inland Lakes Education Association has threatened a work stoppage September 6, 1984 and this Fact Finder has urged both parties to continue to bargain and informed both parties that with the complexity of the issues, more time was needed to prepare these recommendations on such short notice.

Admittedly, bargaining has gone on for 16 months and the teachers' contract expired in 1982 so they have worked an entire year without a contract.

Fact Finding was requested on May 16, 1983. The Arbitrator was given notice of his assignment on August 24, 1983 and the time for hearing was agreed to by the parties.

According to the Board, the Association's proposal would cost the Board up to \$176,000.00 over the next three years or two and a half mils. This is apparently the

maximum and very likely subject to some hyperbole by the Board. However, the unknowns such as medical insurance premiums for future years, are difficult to ascertain. Premiums, since 1976, have risen 212.8% and will continue to rise. The increase is properly a concern of the Board.

In addition, the economic factors of the community are of paramount concern of this Fact Finder.

On May 16, 1983, M. Kay Habitz, the Region 14C Unit Uniserb Director, petitioned the Employment Relations Commission for fact finding. As a result of hearings held August 31, 1983 and September 1, 1983 at the Inland Lakes School, Indian River, Michigan, the Fact Finder has determined there to be the following major issues:

- I. Teachers' salaries.
- II. Medical insurance.
- III. Paid leave and sick days.
- IV. Current language on layoffs, seniority, and definitions contained in current contract language.
- V. Expansion of the Bargaining Unit.
- VI. Teaching hours.
- VII. The grievance procedure.

These issues contain a number of sub-issues which are extremely important to the parties but for a simplified organization, the Fact Finder will make the following findings and recommendations in accordance with these seven headings. Prefacing these determinations, it should be noted that the matter of the insurance dispute is at the

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present time in litigation. Unless the parties can agree on a suitable insurance compromise, ultimate economic results will depend on decisions of other tribunals. This material has also been the subject of an Unfair Labor Practice Complaint by the teachers against the school board. It is noted by the Fact Finder that in the fact finding hearings and procedures connected therewith, a number of minor issues were eliminated which it would seem could have been handled at prior bargaining sessions over a period of 16 months. Some involved merely the clarification of language and an evaluation by the parties as to their significance. There also appeared, as far as the Fact Finder is concerned, some rather fundamental philosophical differences between the parties which are bound to develop in the current climate of general reevaluation of our educational institutions, their methods and goals.

I. Teachers' Salaries

To address the salary problem, the year of the Board's proposed freeze becomes very critical in that COLA for the year 1982-1983 was 6.9%. It not only affects the immediate back pay of the teachers, but substantially increases the base for the employer's offer of 4% in years 1984-1985. As a frame of reference, the NEMA produced numerous documents indicating the ranking of Inland Lakes in comparison with the other 33 districts under their jurisdiction. For minimum salaries, Inland Lakes is ranked from 33rd to 23rd over the past six years. However, what

appears to the Fact Finder to be much more significant, it has ranked somewhat better in maximum salaries for those with MA degrees. Most of the surveys indicate, in general, that Inland Lakes is in the lower third of the Bargaining Units in the 33 Northern Michigan Education Association in most categories and will remain so even if the Association's demands are accepted. For want of a better measuring stick, the numbers game assumes the best comparison that can be obtained. At this time, there are still seven unsettled districts in the NEMA. Those settled minimums for a BA in 1983 to 1984 will be from \$12,943.00 to \$15,893.00.. The maximum for a BA will go from \$19,567.00 to \$25,900.00. The maximum for a MA degree will go from \$21,220.00 to \$27,497.00. The unemployment rate for Inland Lake School in Cheboygan County is from 16% to 26% depending on statistics that are used. According to most statistics, this is a substantial rise in the past three years. In fact, it is one of the highest in the State for rural areas. On the positive side, the resort business seems to have had a booming year and with a normal winter should have profitable returns for the winter sports period.

The Association has indicated they would accept the prior contract as is. This would mean COLA at 6.9 % for the 1982-1983 year versus the freeze, except for step increases and longevity opposed by the Board. The total increase for three years proposed by the Association translates to COLA at 16.9% plus the additional amounts for steps and longevity

(4% 1983-1983 and 4% 1984-1985). The Board's proposal is 8% over the last two years. COLA is now at 2.4% so that the minimum 5% proposed by the Association will be 2.6% above COLA for 1983-1984 and possibly the same or more for 1984-1985. The Association looks hindsight and says it lost in past years when it was limited to 9% of COLA and are trying to play catch up. Admittedly, they have lost a higher base to work from. However, the Fact Finder must consider the gambling feature of the 9% maximum and 5% minimum and none of us can collect on yesterday's losing tickets.

Therefore, the Fact Finder is recommending that the Board provide a 2% increase for the year 1982-1983, and that COLA be reinstated for 1983-1983 and 1984-1985 with the minimum 5% and maximum 9% limitations and steps and longevity to remain the same.

The basis for this recommendation is as follows: With COLA at the present 2.4% the Association proposal indicates it would profit over COLA by some 5% over the years 1983-1984, 1984-1985. By deducting this 5% from the 6.9% proposed by the Association the Fact Finder is recommending that actual COLA be paid for the three years. It appears to the Fact Finder that actual COLA regardless of how low or or high it goes, is the more rational method of maintaining a continuous salary base in relationship to other costs in the community. Admittedly, COLA becomes a partial fiction when applied to a specific locality,

especially one as small as Inland Lakes. The Board's position of an absolute freeze for 1982-1983 is a lowering of the COLA base and perhaps has some rationale considering that the Association in prior years has gained benefits which have not been reflected in the COLA formula. Nevertheless, it is the Fact Finder's recommendation that actual COLA be considered for this three year contract with the insurance that should COLA increase above the 5% level, teachers will be compensated accordingly.

## II. Medical Insurance

The other major economic issue is that the Board will assume the 1982-1983 increase in insurance premiums (July 1982 - June 30, 1983). As of July 1, 1983, when there was a substantial premium increase, the Board wishes to cap its present premium and require the teachers to pay the balance. As indicated above, this is the subject matter of litigation, however if the provisions of the prior Agreement were reinstated, there would be no further dispute. If such a cap is imposed, from a survey supplied by the Association, it appears that the Inland Lake District will be the only one so doing of the 33 districts in the NMEA. Twenty-Five districts have the same Super Med II Insurance as Inland Lakes. Six have Super Med I with no cap, and eight have long term disability policies. The Board has offered to establish a committee to study insurance alternatives including both members from the School Board and the

Association. This offer has been rejected by the Association. It appears to the Fact Finder that the Board's request lacks specificity and has no binding effect as far as the parties are concerned. Therefore, its effect is a refusal to bargain the issue. With the continuous rising premium that all medical plans are facing, such an issue cannot fail to affect the employment security of the members of this Bargaining Unit.

The Fact Finder, therefore, recommends that the Board continue to pay the increased premium, for the 1983-1984 year provided that the Committee suggested by the Board be created but with a proviso that failure to agree on alternate solutions within a specified time would result in the final year being sent to binding arbitration. To place a cap on the insurance premiums at this time is a substitute for litigation which may hopefully contribute to a better understanding of the problem and the recommendations to the Committee being subject to binding arbitration gives the Committee some motive to have a solution to its problem prior to the 1984-1985 school year. The Fact Finder is not unaware of the effect of capping the insurance premiums which is in effect a roll back in final remuneration to the teachers compounded by the problem that it is an unknown which deeply effects employment security. In a year, a more accurate assessment of this economic impact may be forthcoming. If such an agreement solves the litigation problem, so much the better. In the event the Committee

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concept is unacceptable, the Fact Finder would recommend that for the next two years premium increases be shared equally between the Board and the Teachers. To some extent the insurance question must be tied to the salary recommendations above and can be additions or deductions in accordance with the final agreement of the parties.

### III. Paid Leave and Sick Days

Section 4.4A of the 1979-1982 Elective Bargaining Contract provides: "Each member of the Bargaining Unit shall earn personal leave days at the rate of 1/2 day of each pay period for two (2) weeks of employment. Such days shall not exceed 13 days per year, and shall accumulate from year to year up to one hundred four (104) days.

The Board's position is to change the word personal to "sick" and to limit the number of days per year from 13 to 11. All other provisions of Section 4.4 relating to personal leave are proposed to be changed to sick leave in all instances.

The Association has rejected the Board's proposal and has proposed a counter provision changing (a) to the following: "Each Bargaining Unit Member shall be granted fifteen (15) sick days per school year accumulative without limit from year to year. That fifteen (15) days shall be granted September 1 of each year." In addition, the Association proposes Section M, "Each Bargaining Unit Member shall be granted two personal business days of paid leave

per year accumulative from year to year when possible. When possible these days shall be scheduled 48 hours in advance." In addition, the Association proposes a new section N, "Bargaining Unit Members shall receive pay for unused sick days at the time of retirement, termination or lay-off per the following schedule:

<u>Seniority</u>	<u>Dollars Per Day</u>
0-4 years	0 Dollars
4-6 years	\$10 Dollars
7-10 years	\$12 Dollars
11-15 years	\$15 Dollars
16 years or more	\$20 Dollars

The Board has also proposed a new section L as follows: "Each Teacher shall be granted two (2) noncumulative days to be used for business which cannot be taken care of during normal working hours. Request for said leave shall be submitted in writing, to the Superintendent, who shall, at his sole discretion grant or deny said request. Forty-Eight (48) hours notice is required, save for emergency situations." The objection to this clause by the Association involves the proviso that the Superintendent shall have the sole discretion in granting or denying a request for such personal days. The Superintendent's position is that these days should be granted for personal business which cannot be accomplished during after school

hours, not for recreational purposes and that such a proviso is necessary in his supervisory capacity. The Association agrees that the present Superintendent would not abuse this power, however, it is fearful of a possible change in administrators. Obviously, the differences on this particular clause would relate to the unusual teacher who would take advantage of it. The Fact Finder is inclined to agree with the Superintendent that such authority is necessary.

The Teachers' acumulative belated sick leave days as of June, 1983 are \$2,553.00. Cost of a substitute teacher is \$35.00 per day. Potential cost to the District, though unlikely to ever occur, is \$89,355.00. The Fact Finder recommends that the present language of Section 4.4 be retained with a proviso that all references to personal leave be changed to reflect sick leave with the addition of the proposed Section L of the Board to grant two noncumulative days "to be used for personal business which cannot be taken care of during normal working hours subject to a request in writing to the Superintendent who shall at his sole discretion grant or deny said request." However, the Fact Finder also recommends that consideration be given to the schedule of termination pay for the unused sick days at the time of retirement. Specifically, he recommends that teachers with sixteen years or more be granted \$20.00 per day for unused sick time. Admittedly this is an added retirement feature, however, there is merit in encouraging

teachers who have diligently served for many years to have some added reward for having such regular attendance. Perhaps at the sixteen year mark, such a program will give added incentives to prevent early retirement. As the teachers admit, in the current contract, a new teacher can take thirteen days in the first year for any reason and upon one hour notification. For this reason the Fact Finder recommends that such a ludicrous result be eliminated.

IV. Current Language On Lay-Offs, Seniority and Definitions Contained In The Current Contract

Section 2.6 of the 1979-1982 contract, subsection C. includes the following: "No teacher shall be discharged or laid-off according to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district. The decision as to the existence of cause for necessary reduction in personnel may be the subject of a grievance." The Board altered its position at the Fact Finding hearing to propose a deletion C. It was alleged by the Association that this was a new item that should not be considered at this time. The Board argued that this is a managerial decision and should be within its discretion.

Section 2.6 (d) reads: "No teacher shall be discharged or laid-off pursuant to a necessary reduction in personnel for any school year or a portion thereof unless

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said teacher shall have been notified of said discharge or lay-off at least 60 days prior to the last teaching day of the previous school year. No teacher shall be discharged or laid-off for any school year or a portion thereof if said teacher shall have contracted, on an individual basis, to teacher for said year or portion thereof."

"The Board's proposal is to delete (d) and to add a new (d) to read: "When possible, the Board will give at least 30 calendar notice of layoff."

The effect of these two changes would be to give the Board the power to discharge the teacher on the basis of 30 calendar days notice, without cause. The effect of these two changes would be to drastically reduce job security in any teacher who has not obtained an individual contract. The principle bone of contention between the parties, however, is the proviso requiring the Board to give at least 60 days notice prior to the last teaching day of the previous school year. The Association argues that this is necessary in order to allow teachers ample time during the hiring season to obtain new employment if they are facing possible lay-off. They argue that the ability to lay-off teachers on 30 days notice could leave such teachers no opportunity for subsequent employment because positions in other districts have already been filled. Obviously there is some merit in this assertion and is the reason for (d) in the present contract.

Section 2.6 (e) 3(b) is as follows in the 1979/82

contract: For placement in a secondary teaching position (7-12) a tenure teacher is qualified if he is certified to teach the specific course which he is to be assigned. The Board recommends that 3(b) be changed to read as follows: "For placement in a secondary teaching position (7-12) a tenure teacher is qualified if he is certified and possesses a major-minor or a minimum of 12 (semester hours in the specific course which he is to be assigned)". The problem as the Board states it is that certified at the 7 to 9 level means that any teacher is qualified to teach 7th, 8th and 9th grade subjects. An example given is that a physical education teacher can claim a position as a 9th grade mathematics teacher with no semester hours of mathematics.

Section 2.6 (e) 2 in the 1979/82 contract reads as follows: "If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid-off on the basis of seniority, except as hereinafter provided. Lay-offs made pursuant to this section shall be made to the inverse order of seniority, i.e., those with the last seniority are to be laid-off first. For the purposes of this article "seniority" is defined to mean the amount of time an individual is continuously employed as a certified teacher within the school district." The teachers wish to change the last sentence of (e) 2 to read as follows: "For the purposes of this article, "seniority" is defined to mean the amount of time an individual is continuously employed as a

member of a the bargaining unit."

Under the Association's proposed change, an individual who is not a member of the bargaining unit would compile no seniority with regard to section 2.6. The Fact Finder recommends the language of the 1979/82 contract be retained with the following exceptions: Section C in accordance with the proposal of the Board should be eliminated for the reasons that it lacks specificity as to what is a substantial decrease of students and specificity as to what is a substantial decrease in revenues. Furthermore, the fact finder believes that this is a managerial decision which could be based on other factors than the economic status of the district or the number of students enrolled in the school district. Realizing that there are problems for the school board in being limited by the 30 day requirement for notice of discharge and that there is balancing need for notice to the teacher to be able to find new employment, it is recommended that Section (d) be modified to give at least 30 days notice prior to the last teaching day of the previous school year. This coupled with the elimination of (C) should give the Board enough flexibility in its management decisions while still allowing the teachers who may be subject to lay-off a reasonable time in which to seek new employment. The Board has indicated that there are problems with teachers obtaining unemployment compensation after layoff, however, teachers are professional people. The Fact Finder is not convinced that

such a problem is so substantial as to create severe problems with the unemployment rate for the employer. It is also recommended that 3(b) be changed to read as follows: "For placement in a secondary teaching position 7 through 9 tenure teacher is qualified if he is certified and possesses a major-minor or a minimum of 12 semester hours in a specific course which he is to be assigned." It is the opinion of the fact finder, according to the arguments of the school board, that the prime problem is at the junior high level and would prevent the problems of the so called physical education teacher being assigned to a mathematics course. It is also to be noted by the fact finder that this section should be reviewed with a view to more flexibility in that certain courses of this level would not require the minimum amount of 12 semester hours while others such as language courses would require a greater amount of hours in the specific subject matter. It is to be noted that the Association proposes new Section F granting laid-off teachers a one-year sabbatical in the event of a curriculum offering in which no laid-off teacher is certified. The Fact Finder believes that such retraining should not be the responsibility of the Board at this time but should be the subject matter for future consideration. The Association proposes also that super seniority be provided to each officer of the Association during the terms of their office. The Fact Finder also beleives that should be a subject for future consideration in that such added benefits for the



officers of the Association is not philosophically acceptable to the Board at this time. Such a provision is not in the present contract and requires much more study in depth although it is common in other districts. The Association is also proposes a new section L which reads as follows: "Because it is recognized that teaching is the mainstay of the education community, in that, it is teachers who guide and teach children, it is hereby agreed that no lay-offs or reductions will occur to the current number of teaching positions. It is further agreed that the retention of teaching staff will take precedence over other programs or budget expenditures, i.e. parking lot paving, phone service - answering systems, etc." The Fact Finder agrees with the Boards' position that such decisions are managerial and believes that such a provision goes far beyond economic issues and working conditions for the teachers.

The Association requests a new M: "During a period of impending lay-offs, all requests unpaid leaves of absence shall be granted." This was indicated by the Association as one of its lowest priorities in its demands and therefore it is recommended that this not be included as an exception to the basic language of 2.6 already recommended by the Fact Finder. It is to be noted that the commencement of the Fact Finding hearing, the Association indicated they would accept the entire 1979/82 contract as is. Since certain recommendations of the Fact Finder have modified this agreement, it is recommended that an entire review be made

of section 2.6 with a view to reconsidering some of the Associations' proposals. The Fact Finder notes that there seems to be on the Boards part the tendency to consider money and managerial control as the prime targets of its negotiations while on the other hand the association looks to the benefits to be obtained and working conditions of its members. The third party to these negotiations, the children and the people, often appear to be the least concern of both parties. I would suggest in reviewing 2.6 that some creative measures be instigated aimed at establishing a goal of the best educational system which the Indian Lake district can establish regardless of any other district within the NMEA.

V. Expansion of the Bargaining Unit.

The Association has proposed a modification of Section 1.2 (a) of the 1979/82 contract to read as follows: "The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel including those on leaves or under contract and including substitutes: Excluded from the bargaining unit are the superintendent and building principals."

"The term teacher when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining unit above defined, irrespective of job title. Reference to male or

female (he/she) shall include the other gender too. Section 1.2 (a) of the 1979/82 contract reads as follows: "The Board hereby recognizes the Association as the sole and exclusive bargaining representative of all certified or professional personnel who under regular personnel contract or on approved leave and are employed in any of the following classifications: Teacher K-12, counselor, and/or librarian. Such representatives shall exclude superintendent, business manager and other person engaged 50% of the time in direct administration and supervision of professional personnel."

"The terms 'teacher' when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, in reference to male or female teachers shall include the other sex."

The differences between the parties involve a change from specific classifications generally to all certified or professional personnel and as to the bargaining unit including those persons engaged in direct administration and supervision of professional personnel.

The Board's contention is that the expansion of the bargaining unit includes those involved in managerial positions. The Fact Finder is inclined to agree with the Board in this instance in that a teacher involved in 50% direct administration and supervision of professional personnel could easily arrive at a conflict of interest

position. Such appears to be incongruous with a labor management agreement, therefore the Fact Finder recommends that the Association's proposal for expansion of the bargaining unit be rejected and the language of the 1979/82 contract, Section 1.2 entitled RECOGNITION, be reinstated for the coming contract. The Fact Finder recognizes that possibly the 50% figure could be compromised to a greater percentage, however, the fact finding hearing provided little evidence to indicate this was a real problem and as a practical matter the issue does not appear to be very significant in a bargaining unit of this size. Naturally, the Association wishes to expand its bargaining unit with as large number as possible, however, although not specifically indicated at the hearing, the Fact Finder suspects that the number of personnel involved is rather minimum.

The Association also wishes to add substitutes to its bargaining unit. The Fact Finder received very little evidence as to the purpose of such an addition, and feels without further expansion of this argument, the bargaining unit could include persons with a very minimal contact to the school system and certainly with a minimal interest in this particular contract.

#### VI. Teaching Hours.

The Association's proposal is to add to Section 3.6 of the prior contract under subsection (d) the following language: "Under no circumstance shall elementary teachers receive less than three (3) preparation periods per week."

The Board points out that the present work week of the teachers is 32½ hours. Out of this 32½ hours, 7½ hours plus, involve morning recess, lunch recess, afternoon recess and physical education. The Association does not want to consider any of the 7½ hours as preparation time and wishes another three hours of preparation time each week. Present pupil contact time is less than 25 hours. The required three hours preparation would reduce pupil contact time to less than 22 hours per week. It appears to the Fact Finder that the Boards arguments are well founded. The superintendent indicated that scheduling would be almost impossible if these three hours were added to the present working conditions. For grades 5 and 6 teachers are relieved for 45 minutes every day through physical education classes, thereby having an obvious period for perparation, which exceeds the three hours asked for in this proposal. The basis of this proposal appears to the Fact Finder to be rather unreasonable in that preparation time is obviously different for different teachers and probably less necessary for older and experienced teachers which, incidentally, make up the bulk of this bargaining unit. The teachers indicate, and properly so, that they are professional people, thus it would seem to this fact finder, if additional time is necessary for perparation, as in all professions, a little extra outside time is not an unusual requirement.

#### VII. The Grievance Procedure.

The Board has proposed an addition to Section 1.11

of the 1979/82 contract (A) as follows: "The grievance shall not include any of the following: (1) the termination of services or of failure to reemploy any probationary teacher; (2) the placing of a nontenure teacher on a third year probation; (3) the termination of services or failure to reemploy any teacher to a position on the extracurricular schedule; (4) any matter involving the content of teacher evaluation and; (5) it is expressly understood that the grievance procedure shall not apply to those areas in which the tenure act prescribes a procedure or authorizes a remedy.

At the fact finding hearing there was very little discussion of the requested additions to the grievance procedure. The Board appears to be seeking clarification of certain areas involving probationary teachers who are nontenure and reemployment to position and extracurricular activities in addition to matters involving teacher evaluation. Also it clarifies that those areas provided in the teacher tenure act shall be the grievance procedure, when prescribed by statute.

This seems to be a reasonable request and the Fact Finder recommends that the Association accept the same. Certainly, the very nature of the probationary period is one in which management should be able to evaluate its professional personnel as to their adequacy and competence.

### COMMENT

The Fact Finder wishes to acknowledge that many items in this report have not been covered in depth. Unfortunately, the threat of a pending work stoppage is a significant basis for fast action in this particular labor dispute. Since the dates for hearing were not set till August 27, 1983 it was impossible to prepare adequately for a consideration of the disputed contract matters. The distance to be travelled by the Fact Finder also necessitated rearrangement of schedules involving extensive travel time. The fact finding was commenced in this case on August 31, 1983 and the Association wanted an opinion prior to September 6th, the opening day of school, with the threat of work stoppage if such were not rendered.

Hopefully, the recommendations of this Fact Finder will enable the Board and the Association to now be able to resolve the disputed issues. The future of some 778 children becomes the responsibility of all of us. The long term scars of labor strife in the educational field are devastating to a generation already fearful of its future and in many cases lacking the respect for the legal institutions under which we operate their society. They have a right to expect the professionals in charge of their educational process to act as role models. The Board and teachers of the Inland Lake School district have one obligation that is paramount to all of us, i.e. to provide the highest quality of education that is possible, within

the financial frame work of the community, to the students of this district. Anything short of this goal is unacceptable.

#### SUMMARY OF RECOMMENDATIONS

##### I. Teachers Salaries

The school district and the Association should agree on wage increases in the amount of 2% for the school year 1982/83, for the school year 1983/84 and 1984/86, an amount equal to COLA (using the formula presented in 1979/82 contract) with a minimum of 5% and a maximum of 9% for each of the two years. In addition, teachers should receive their step increases and longevity as provided in the 1979/82 contract. The intent of this recommendation is to effectively approximate actual cost of living adjustments for the three year period. If this principle can be refined in more accurate terms, the Fact Finder would so recommend.

##### II. Medical Insurance.

The Board should pay the present insurance premium for the year 1983/84, however, a committee as proposed by the Board should be established to study alternative insurance possibilities, with the proviso for binding arbitration regarding the 1984/85 year of the contract. As the Fact Finder understands it, such an agreement would eliminate the current subject of litigation which at the present time is confusing this particular issue. The Fact Finder recommends the Board proposal contained in Exhibit 56 subject to a binding arbitration provision to be invoked no

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earlier than January 1, 1985.

### III. Paid Leave and Sick Days.

Subsection 4.4 of the 1979/82 contract should be rewritten to eliminate the word "personal leave" to include the word "sick" wherever appropriate to indicate the purpose of this section. The Fact Finder recommends such days shall not exceed 11 days per year with the present accumulation of 104 days, however that the Board agree to \$20.00 per day payment for unused sick days to those individuals with 16 years or more service.

### IV. Current Language on Lay-offs, Seniority, and Definitions Contained in Current Contract Language.

The parties should retain the language of the 1979/82 collective bargaining agreement with the following exceptions: Modify paragraph D to require only 30 days notice of discharge prior to the last teaching day of the previous school year and change D 3(b) "for placement in a secondary teaching position (7 - 9) a tenure teacher is qualified, if he is certified and possesses a major-minor or a minimum of 12 semester hours in the specific course which he is to be assigned."

### V. Expansion of Bargaining Unit.

The Association should withdraw its proposal for modification of Section 1.2(a) in the 1979/82 contract.

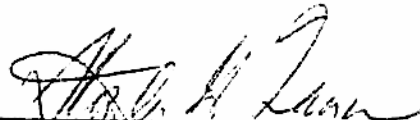
### VI. Teaching Hours.

The Association should withdraw its requested change in Section 3.6 requiring that elementary teachers

receive not less than 3 preparation periods per week. This recommendation anticipates a schedule for K though 6 comparable to that submitted at the Fact Finding Hearing in Board Exhibit 64.

VII. The parties should add the language requested by the Board to Section 1.11 of the 1979/82 Contract paragraph A providing 5 subparagraphs relating to those matters which shall not be considered a grievance and limiting a grievance procedure to the requirements in the tenure act.

It is recommended that the 1979/82 contract provisions be adopted subject to the exceptions noted above.

  
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Stanley G. Thayer, Fact Finder

Issued at Detroit,  
Michigan  
September 6, 1983