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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
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In the Matter of

L'ANSE CREUSE PUBLIC SCHOOL DISTRICT
Mount Clemens, Michigan

-and-

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL NO. 23

LOCAL NO. 1884

CASE NO. D72 J-2422

(OFFICE PERSONNEL)

On March 6, 1973 the undersigned, Leon J. Herman, was appointed by the Employment Relations Commission as its hearings officer and agent to conduct a fact finding hearing relevant to the matters in dispute between the above parties, pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Commission's regulations. Accordingly, and upon due notice, hearings were scheduled and held on April 16, 1973 at the offices of the Employment Relations Commission in Detroit, Michigan.

Curtis D. Sprunger, Director of Employee and Public Relations
Wesley J. Smith, Administrative Assistant, and Harry Wheeler, Assistant Superintendent, appeared on behalf of the Board of Education.

Ralph A. Liberato, Staff Representative, Council No. 23;
Arlene Schultz, Chairman of the Negotiating Committee; and Nathalie Ratzow, Betty L. Powers and Susan Stroup, Committee members, represented the Union.

L'Anse Creuse Public School District

Both parties have submitted a substantial number of exhibits, many of which are extraneous to this matter. The sole issues presented for determination by the Fact Finder are: compaction of the salary schedule and a provision for long term disability. All other matters have been expressly reserved by the parties for direct negotiation. Accordingly, I have disregarded, for purposes of this proceeding, all references to salary negotiations, comparisons to salaries in other districts, origination and approval of job descriptions and other matters irrelevant to the issues presented.

In the contract between the Board and its teachers it was agreed that "Long term disability payments in the amount of 60% of salary shall begin at the end of 90 days of disability and continue until age 65 at no cost to the employee in the event of permanent disability."

The agreement between this local union and the Intermediate School District of Macomb County directs that "The Board shall purchase for each employee, long term income protection insurance commencing after 26 weeks at 1/2 pay till age 65."

It was also shown that the Lakeview School District has in the current year increased long term disability insurance from 60% to 70%.

The Union has proposed long term income protection to guarantee an injured or sick employee 80% of her salary for the duration of such injury or illness. The Board has not acceded to the proposal.

It seems to me that long term disability insurance is an income protection which is a vital element of employee survival. The Board has so recognized in its contract with the teachers. It would seem reasonable that similar protection be granted to the secretarial and clerical employees.

I recommend that the Board provide long term income protection insurance to the members of this local union in substantially the same form as is provided by the Intermediate School District of Macomb County, that is, insurance commencing after 26 weeks at 1/2 pay to age 65.

The remaining issue revolves about the compaction of the salary schedule. The present schedule is spread over an eight year period. The District has offered a comparison of salary schedule steps for office employees of 19 districts in the County, including the L'Anse Creuse Board offer. The list shows that Centerline has a 3 year schedule, three schools have 5 years and seven cover a 6 year span. Three schools spread the salary increments over 7 years. Three, including L'Anse Creuse, are spread over 8 years, while the remaining 2 schools have a 9 year program. The average as computed by the Board is a 6.5 year schedule.

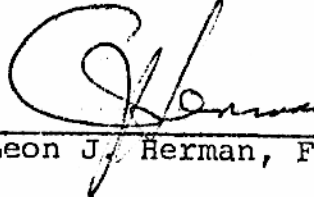
The Board has offered to continue the 8 year schedule while the Union demands that it be reduced to 5 years.

Plainly, the District is close to the extreme fringe in the number of salary steps it offers. On the other hand, to reduce the number of steps to the Union's demand would create an immoderate strain upon the salary schedule. A fair resolution of the impasse, to my mind, would be to reduce the number of steps in the salary

schedule for the current year from 8 years to 7, with a similar step reduction in the following year. This could be accomplished without extreme pressure upon the salary program.

I therefore recommend that the number of steps in the salary schedule for the year 1972-73 be reduced to 7 years.

I further recommend that the reduction be made retroactive to the commencement of the school year.



Leon J. Herman, Fact Finder

Southfield, Michigan
June 6, 1973