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STATE OF MICHIGAN

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DEPARTMENT OF LABOR

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY
6415

Before Harry T. Edwards, Fact Finder

Appointed by the Michigan Employment Relations Commission

In the Matter of Fact Finding
Between:

LAKE FENTON EDUCATION ASS'N

-and-

LAKE FENTON BOARD OF EDUC.

Harry T. Edwards 10-28-73

Fact Finding Pursuant to
Section 25 of Act 176 of
Public Acts of 1939; M.S.A.
17,454(27); M.C.L. 423.25

INTRODUCTION

A Fact Finding hearing in the above matter was held on Saturday, October 27, 1973, at the University of Michigan Law School, Ann Arbor, Michigan. Because of the emergency nature of the circumstances involved, the Fact Finder agreed to submit recommendations to the parties within one day of the hearing; accordingly, the parties agreed that it would be unnecessary for the Fact Finder to state the supporting rationale or pertinent facts in connection with the recommendations hereafter given.

APPEARANCES

For the Association:

Gary E. Vandemark, Executive Director, MEA
Aleta Carman, Negotiator

For the Board of Education:

Thomas A. Basil

Lake Fenton Board of Education

RECOMMENDATIONS

The Fact Finder has carefully reviewed the record of testimony, documents and other evidence in this case and, after much deliberation, he respectfully recommends the following settlement for adoption by the parties:

- A. ALL MATTERS PREVIOUSLY RESOLVED - prior to the fact finding hearing, the parties reached tentative agreements on numerous substantive matters which were not raised as issues in dispute at the fact finding hearing. All of these tentative agreements should be incorporated in the final settlement of the parties.
- B. MATTERS RESOLVED AT THE HEARING - during the course of the fact finding hearing, the parties voluntarily settled three issues pertaining to relief periods, ^{school}class size and special education stipend. These matters, as resolved, should be incorporated in the final settlement of the parties.
- C. ISSUE #3: HEALTH INSURANCE (ART. XXIV) -
 - (1) At the option of the teacher, health insurance will be provided through Blue Cross/Blue Shield (BC/BS) or MESSA.
 - (2) Effective November 1, 1973: (i) the insurance coverage for the 1973-74 school year shall be MESSA Super Med or BC/BS MVF-1, plus Master Medical Option IV; (ii) the School Board shall pay all applicable premium costs, for two persons, full family, employee and dependent, or single subscriber coverage, under the applicable insurance plans; (iii) the benefit coverage under either of the aforementioned plans shall be as established on November 1, 1973; (iv) disputes regarding benefit coverage under either plan shall be resolved by the insurance carrier involved; (v) in the event that the premium cost of the insurance plan, as established on November 1, 1973, should increase during the course of the school year, the School Board shall pay the full amount of such additional premium costs to maintain existing benefit levels; (vi) the School Board shall not be liable to pay for any increased costs caused by the insurance carrier's unilateral addition of new or increased benefits to the applicable insurance plan after November 1, 1973.

- (3) Effective July 1, 1974, the insurance coverage for the 1974-75 school year shall be MESSA Super Med II or a comparable BC/BS program of similar cost; (ii) [SAME AS "(2)(ii)" ABOVE]; (iii) the benefit coverage under either of the aforementioned plans shall be as established on July 1, 1974; (iv) [SAME AS "(2)(iv)" ABOVE]; (v) [SAME AS "(2)(v)" ABOVE, except for the date which should be changed to July 1, 1974]; (vi) [SAME AS "(2)(vi)" ABOVE, except for the date which should be changed to July 1, 1974].
- (4) The Board proposal for a "non-duplication" of benefits clause should be rejected.
- (5) The Association proposal for a dental insurance option should be rejected.

D. ISSUE #6: PROPOSED ADDITION OF A NEW SECTION K IN SCHEDULE A --

- (1) The Association proposal that all Librarians be scheduled and paid for one week pre-session and one week post-session should be rejected.
- (2) The Association proposal that the Director of Guidance be scheduled and paid for one week pre-session and one week post-session should be rejected.
- (3) The School Board shall retain the option to decide whether to schedule persons for pre or post-session work; in the event that any persons are so scheduled, they shall be paid pursuant to Section J in Schedule A (which appears in the parties' most recently expired contract).

E. ISSUE #7: EXTRA DUTY PAY SCHEDULE (SCHEDULE B)--

- (1) All extra duty pay will be reimbursed on a percentage basis.
- (2) The Association request for the establishment of Junior High School Girls Fall, Winter and Spring sports teams should be rejected. In the event that the School Board shall decide to create any such teams and to hire coaches to direct any such teams, then the parties shall be required to negotiate the applicable extra duty pay for the coaching positions established.
- (3) In the event that the School Board shall decide to recognize the position of Pom Pom Sponsor, then the parties shall be required to negotiate the applicable extra duty pay for said position.

- (4) In addition to the positions already agreed to by the parties, the extra duty pay schedule for the 1973-74 and 1974-75 school years shall be as follows:

Senior class sponsor	3.5%
Junior " "	3.0
Sophomore " "	2.5
Freshman " "	2.0
Junior High "	3.5
Department Coordinators	4.0%
Head Teacher	4.0
Yearbook Advisor	4.0%
Forensics Sponsor	3.25%
Plays Director	3.25%
" Art Director	2.75
" Assistant Director	2.5
Band Director	10.5%
Choral Director	6.0%
Girls Basketball Coach	9.5%
Girls J.V. Basketball Coach	7.0

- (5) "Department Coordinators" shall include Business, English, Mathematics, Science, Social Studies, Guidance, Fine Arts, Physical Education, Home Economics and Industrial Arts.

F. ISSUE #8: SCHOOL CALENDAR (SCHEDULE D) -

- (1) The basic school years for 1973-74 and 1974-75 shall include:

- 181 student days
- 184 days for returning teachers (including one day for "all staff orientation")
- 185 days for all new teachers (including one day for new teachers' orientation)

- (2) The School Board proposal for a calendar for 1973-74 should be adopted, but with the following noted exceptions:

- (i) All teachers shall be allowed to work 184 days and shall not be docked for the orientation day which was missed in August 1973;

- (ii) Two half-days shall be scheduled during two school days in November and/or December 1973 for elementary parent-teacher conferences. Elementary teachers must choose one afternoon from 1:00 to 3:30 p.m. and one evening from 6:30-9:00p.m. ~~discontinue~~ these two days for scheduling parent-teacher conferences.
- (iii) On the last day of classes, ^{end of year} both secondary and elementary students will be scheduled for one-half day (in the morning) and all teachers will be allowed the afternoon for grading tests, record-keeping, preparation of student evaluations, etc.
- (3) The school calendar for the 1974-75 school year shall be patterned after the School Board's proposal for the 1973-74 school year, but with the above noted exceptions in "(ii)" and "(iii)" included.

G. ISSUE #4: SALARIES (SCHEDULE A) -

- (1) 1973-74 Salary Schedule: The School Board's proposal, which was introduced at the fact finding hearing (and which was based on the average of Linden, Penton and Holly salary schedules), should be adopted as the salary schedule for the 1973-74 school year. [SEE ATTACHMENT]
- (2) 1974-75 Salary Schedule: The salary schedule for 1974-75 should be calculated on the basis of a cumulative percentage index of 4.5%, starting with \$9,000.00 as the basic salary for Step 1 at the B.A. level. [SEE ATTACHMENT]
- (3) The \$9,000.00 figure for the first step at the B.A. level on the proposed 1974-75 salary schedule represents a 5.2% increase over the rate for the same step on the proposed 1973-74 schedule.
- (4) Some examples: (i) A teacher at BA Step 6 would receive \$10,676 in 73-74 and then would receive \$11,719 (at Step 7) in 74-75; this increase, including the progression, would produce about a 9.7% gain. (ii) A teacher at MA Step 3 would receive \$10,453 in 73-74 and then would receive \$11,215 (at Step 4) in 74-75; this increase, including the progression, would produce about a 7.3% gain. (iii) A teacher at BA plus 15 Step 7 would receive \$11,870 in 73-74 and then would receive \$12,797 (at Step 8) in 74-75; this increase, including the progression, would produce a gain of about 7.8%.

II. ISSUE #9: MEMORANDUM OF UNDERSTANDING

- (1) The settlement agreement between the parties should include a provision to ensure that no employee in the bargaining unit will be penalized or otherwise retaliated against because of his or her participation in collective bargaining preceding the adoption of a new 1973-75 contract. (However, this agreement shall not preclude the School Board from acting pursuant to paragraphs (2) and (3) below.)
- (2) The School Board shall not be required to withdraw its court action or pending ulp charge filed with the MERC as a condition of settlement.
- (3) The School Board shall not be required to remove or cancel disciplinary notices or records, issued in connection with the allegedly unlawful work stoppage by the teachers, as a condition of settlement. However, the Association shall be given written notice of all such disciplinary notices or records within two (2) weeks after the execution of the final settlement agreement and then, within two (2) weeks thereafter, the Association shall have the right to challenge any disputed disciplinary notices or records pursuant to the contractual grievance and arbitration procedure.
- (4) The salary schedule for the 1973-74 school year shall be effective as of July 1, 1973. Teachers shall receive appropriate lump sum payments to cover the retroactive period between the date of settlement and July 1, 1973, as promptly as is possible after the ratification of the new contract.
- (5) After the ratification of the new agreement, there shall be a ten (10) day enrollment period to allow teachers to elect appropriate benefits under the new insurance program. The insurance plans shall take effect as of November 1, 1973 or on the date of ratification, whichever occurs later. However, individual employees (and dependents) shall not be covered under either of the new insurance plans until they actually elect coverage and enroll in the plan of their choice.
- (6) All of the matters covered by the proposed Memorandum of Understanding shall be subject to the terms of the contractual grievance and arbitration procedure.

It is my sincere hope that these recommendations may become the basis for a satisfactory settlement between the parties.

October 22, 1973

H. T. Edwards

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Schedule A (1973-74)

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>Ed. Sp.</u>
1	\$8,550	9,083	9,341	9,956	10,300
2	8,935	9,480	9,889	10,429	10,966
3	9,332	9,894	10,453	10,924	11,632
4	9,740	10,328	11,032	11,443	12,299
5	10,159	10,831	11,628	11,987	12,966
6	10,676	11,359	12,241	12,556	13,633
7	11,258	11,870	12,883	13,184	14,300
8	11,856	12,513	13,545	13,843	14,967
9	12,472	13,149	14,229	14,535	15,634
10	13,107	13,806	14,933	15,262	16,301
11	13,522	14,150	15,419	15,999	16,968

Schedule A (1974-75)

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>Ed. Sp.</u>
1	\$ 9,000	9,405	9,828	10,270	10,732
2	9,405	9,828	10,270	10,732	11,215
3	9,828	10,270	10,732	11,215	11,719
4	10,270	10,732	11,215	11,719	12,299 [⊗]
5	10,732	11,215	11,719	12,246	12,966 [⊗]
6	11,215	11,719	12,246	12,797	13,633 [⊗]
7	11,719	12,246	12,883 [⊗]	13,373	14,300 [⊗]
8	12,246	12,797	13,545 [⊗]	13,975	14,967 [⊗]
9	12,797	13,373	14,228 [⊗]	14,604	15,634 [⊗]
10	13,373	13,975	14,933 [⊗]	15,262 [⊗]	16,301 [⊗]
11	13,975	14,604	15,419 [⊗]	15,999 [⊗]	16,968 [⊗]

same increase

⊗ Where the cumulative percentage index of 4.5 produced a figure less than the existing figure under the 1973-74 schedule, the figure has been "red circled" and the 1973-74 figure has been maintained in the 1974-75 schedule.