

MICHIGAN LABOR MEDIATION BOARD

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In the Matter of Fact-Finding
between
Board of Education
Lakeview Public Schools
Employer
and
Lakeview Education Association
Employee organization

Appearances:

For the Board
E. James Barry, Supt.
For the Association
Gordon G. Norman, Rep.
Michigan Education Association
Michael Hondorp, Pres. LEA
Gary Hansen, Bargaining Chr.
James Skorka
Leona Kranz
Ned Coulson

Introduction

On August 5, 1970, Michael Hondorp, President, Lakeview Education Association, hereinafter referred to as the Association filed a petition for Fact Finding with the State of Michigan, Employment Relations Commission, labor relations division. About August 18, 1970, Edward J. Barry, Superintendent, Lakeview Community Schools filed a response to the petition on behalf of the Board of Education, hereinafter referred to as the Board.

On August 18, 1970 the Employment Relations Commission designated the undersigned as its "Hearings officer and Agent to conduct a fact-finding hearing pursuant to section 25 of the Labor Mediation Act(Mich. Stat. Ann. 17.454 (27); Mich. Comp. Law 423.25 and Part 3 of the Board's General Rules and Regulations.

A hearing was held at the Lakeview High School lasting from 10:00 A.M. until 10:00 P.M., on August 24, 1970, at which time both parties to the dispute were afforded full opportunity to present testimony, evidence and arguments.

The parties submitted the following unresolved issues to fact-finding inasmuch as failure to agree upon them constituted the major obstacle to negotiation of a new contract:

F.F.
Willis A. Reinke

1. Agency Shop
2. Salary Schedule
3. Fringe Benefits (Insurance)
4. Longevity Pay
5. Severance Pay
6. Allocation for Academic Conferences
7. Special Education Teachers
8. Specialized Teachers of Art, Music, & Physical Education
9. Class size
10. Night Duty for teachers
11. Requirement that teachers report for duty on "snow" days.

Following the conclusion of the public hearing, I met with the Board and Association until approximately 3:45 A.M. exchanging proposals which led to the Boards' making a revised offer involving a two year agreement. The Association stated it would take the offer to its membership on August 27, 1970, but would not recommend it. On that basis I recessed the hearing subject to recall if the offer failed ratification. I was notified on August 28, 1970 that it has failed and following conversations with representatives of the Board and Association ordered the Hearing reconvened at 10:00 A.M., September 2, 1970, at the Lakeview High School.

I met in joint and separate sessions with the parties throughout the day in an effort to assist them to compose the differences holding them apart.

In the final analysis the basic factors which have caused the impasse to develop are financial. The School Board at the present time has a 16.8 mill operational levy. Last year the Board did not levy one mill of the authorized eight mills, the authority for which expires next year. Traditionally the Board has prided itself on operating on a very close budget and has not made a practice of over-levying and banking a reserve against contingencies. The recent Supreme Court decision requiring that Public School Systems provide free books and other supplies threw a virtual bombshell into negotiations between the Board and the Association. The effect was to take away in excess of \$40,000 which the Board had tentatively assigned to improvement of Teachers salaries and conditions.

While the audit indicates a General Fund Equity of \$113,858.28 over \$50,000 of this cannot be touched in the form of certain accounts receivables plus Delinquent Taxes receivables.

Had the Supreme Court decision not been handed down I feel that the parties could probably have arrived at an agreement. The opening of the new High School this fall is an additional complicating factor. I understand that a rough rule of thumb authorities feel normally additional millage is a veritunalnecessity to cover the added operational costs incidental to opening a new High School - in no small part attributable to additional staffing. In fact it has been necessary for the Lakeview system to add ten new teachers.

I am of the opinion that the members of the Board recognize the necessity for additional millage but the time factor has eliminated that possibility for the immediate opening of the school year and settlement of the teacher contract.

Settlement of most teacher contracts in surrounding areas has left the Lakeview Teachers Salary schedule considerably behind.

I reluctantly find that the best solution I can recommend is that the parties enter into a two year agreement predicated upon the assumption that the Board will go to the voters for an adequate millage levy to compensate therefor.

I would accordingly recommend that the Association drop all demands for the current year other than the Salary Schedule and a start towards longevity payments. The Schedule would be roughly comparable to the recent Montabella settlement with the following minima and maxima:

Step	BA Degree Salary	B.S. + 18	MA Degree
1.	\$ 7300	3. \$ 8,249	1. \$ 7,738
10.	\$ 10,349	12. \$11,388	12. \$11,680
Longevity:	15 years	\$ 100	
	20 years	\$ 150	
	25 years	\$ 200	
	30 years	\$ 250	

These figures are to be non-accumulative.
Teachers shall be expected to be available to work two evenings per academic year in school related events.

For the second year I recommend a salary schedule based on a BA beginning scale to be determined by taking the beginning salary in this category from the following schools:

Greenville
Cedar Springs
Central Montcalm
Montabella

and dividing by 4. This average shall be the BA beginning rate for teachers with no experience at Lakeview. This shall be the basis for determining the balance of the salary schedule for the 1971-72 school year. The steps shall be comparable to the 1970-71 schedule.

In addition I recommend the following:

Longevity 15 years	\$ 200
20 years	\$ 300
25 years	\$ 400
30 years	\$ 500

These shall be granted to the teachers eligible at the beginning of the 1971-72 school year. It is further understood that they shall be accumulative.

Beginning with the 1971-72 the BA + 18 Schedule shall become BA + 20 hours.

Agency Shop: If the Michigan Supreme Court rules that the Agency Shop is definitely legal hereby relieving the Board of Education of possible Lawsuits, damages etc., a full Agency Shop provision shall become the subject of collective bargaining.

Fringe Benefits: During the 1971-72 school year the Board shall provide full family up to \$38 per month MESSA Super Med Hospitalization Insurance. The Insurance carrier Time shall also be made available for insurance coverage and each teacher shall elect the carrier of his choice.

For teachers who do not select hospitalization medical insurance, the Board shall provide \$14.60 per month per teacher to be spent on any of the MESSA options at the discretion of the individual teacher.

Academic Conferences: If money is available the board will provide reasonable funds for teacher expenses.

In order to avoid illegal deficit financing, I most reluctantly recommend that the 1970-71 additional costs be compensated for by entering into an "austerity program" to provide cuts amounting to \$58,000. According to advice given me this would provide funds sufficient to cover the proposed salary increases when added to money already available.

The salary schedule appears to be the minimum acceptable to keep Lakeview generally parallel with surrounding areas and to avert a threatened strike.

By entering into a two year agreement the Board will have adequate time to plan ahead and it will be relieved of the burden of negotiating nine months hence.

By setting a base from the average of the schools indicated in 1971-72 the Lakeview system will neither be in the position of leading the area schools nor trailing them.

I repeat that it is with the utmost reluctance that I recommend cuts particularly should they affect the area of extra activities and teacher aides. These are a necessary and proper part of any well balanced school system. If the Board can find any other areas to reduce in lieu thereof I trust they will do so.

In closing comment, I have detected some political overtones have regrettably entered into these negotiations. If the parties are able to agree to the recommended two year contract I would hope the two years away from the bargaining table will be utilized to restore a mutual trust and confidence not only between the Association and the Board but between the entire school system personnel including the Board itself and the Community.

Respectfully submitted,

Willis A. Reinke

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Fact Finder