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George T. Roumell K
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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
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In the Matter of
MASON CONSOLIDATED SCHOOL DISTRICT
-and-
MASON EDUCATION ASSOCIATION

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REPORT OF FACT FINDER
AND RECOMMENDATIONS

Appearances for Mason Consolidated School District:

Leon Bodell, Superintendent
Lawrence Meeker, High School Principal
Wallace Carvin, Board of Education President
Franklyn E. Olmstead, Board of Education Vice President
Robert Furr, Elementary Principal
Alice S. Schyllander, Secretary Board of Education

For the Mason Education Association:

John Dunlop, National Education Association
Jim Knapp, Bargaining Team
Joan Kastel, Bargaining Team
Jane S. Tauk, Bargaining Team
Erik G. Mortenseu, Bargaining Team
Fred P. Myers, Bargaining Team

There are four issues before the Fact Finder in this dispute:

- (1) Salary including both basic teachers' salaries for certain extra curricular work.
- (2) Health insurance coverage for the family.
- (3) Agency shop.
- (4) Extension of elementary school day.

Mason Consolidated School District

A word about fact finding is in order in view of the fact that the parties advised the Fact Finder that they have not been through fact finding previously. Fact finding is called into use when the parties in a public employment dispute have negotiated in good faith, up to and including mediation, yet, they were not able to settle their dispute. The purpose of fact finding is for a fact finder, a neutral party, to examine the situation and to make recommendations as to how the dispute may be resolved. In other words, a Fact Finding Report and Recommendations is a guide to the parties for their use in settling their dispute.

It is very seldom that either party gains a complete victory in fact finding. To be effective the report must be such that it can be "reluctantly" accepted by both parties. By the term "reluctantly" I mean that although the parties may not be completely satisfied with the result of the report, they can live with it. Again, in other words, if one party or the other sustained a complete victory then the other party could not live with the report and could not "reluctantly" accept it.

There are a number of factors that fact finders consider when preparing a report and recommendations. They consider comparisons with other communities in the district or county, the past practice of the parties in previous negotiations, the financial situation in the given district and the possibility of a strike and what the results of a strike would be if there were one.

I go into this background on fact finding in this situation so that the parties in reading this report and the recommendations contained herein will understand the approach that I have used. I urge the

parties to keep this background in mind as to the purpose of fact finding when they read this report with hopes that they may both "reluctantly" accept this report.

The parties have presented to the Fact Finder two very difficult problems. The first is the issue of agency shop which the teachers have stated that they need and are willing to consider strike action to obtain. On the other hand the Board has stated that they needed to extend the elementary school day and that they would not consider a contract without such an extension. Such hard and fast positions of course puts the Fact Finder in a very difficult position.

The Fact Finder of course is obligated to do his best in resolving the dispute. Very frequently, as a Fact Finder, when faced with the issue of the agency shop I have recommended the agency shop provisions. However, I am convinced of the Board's sincerity in not giving the agency shop in this situation and I am aware of the reasons therefor. I may not particularly agree with them and my past recommendations would indicate this, but I do respect the position of the school board of the Mason Consolidated School District. Therefore, I will not recommend an agency shop clause.

In regard to the extension of the elementary school day, I cannot help but note that in the past the present schedule has been maintained. As the parties well know, I was the Fact Finder in the Bedford School District. I note that in the Bedford School District no change was made in the elementary school hours. I note that the Bedford Schedule involves the same number of hours and minutes as the Mason

schedule presently in effect. I listened very carefully to the Board's explanation for the need for an extension. I frankly think that the need to carry on special projects and consultations can be done within the framework of the present contract which provides for in-service training and conference time without extending the elementary school day. I believe that the extension of the school day particularly when it is the same day as in the next-door neighboring school district to-wit, Bedford, which district settled their contract based upon this Fact Finder's recommendations, would cause serious disruption in the morale of the teachers. Though at least one administrator suggested that the extension of the school day might be helpful, in the Fact Finder's humbled opinion, a disruption in the morale of the teachers in the school district could cause greater harm to the district than any possible benefit from an extended school day. I again must emphasize that the teachers in Mason teach, in the elementary school, the same number of minutes as they do in their next-door neighbor, Bedford. Admittedly in some cases, the Mason teachers may be better paid than the Bedford teachers, but this is not because of the length of the school day, but because of an unusual financial situation in Bedford that has caused a varying salary schedule particularly in view of the heavy indebtedness of that district.

The main thing, of course, is to see that Mason continues to have an outstanding educational program for its citizens. It has excellent buildings. From what I have observed, it has an excellent board and administration as well as excellent teachers. Why upset the balance that has apparently worked well in the past? Why make Mason any different from its next-door neighbor, Bedford?

I might also point out to the parties that I am aware that there was a fact finder's report issued in Summerfield and the parties chose not to accept the report. This resulted in a delay in opening of schools. The Mason Board of Education had been fortunate in that the teachers despite the fact that they did not have a contract agreed to work without a contract and submit the dispute to fact finding. The Board may not be happy with the position that the Fact Finder has taken on the extended day. Neither will the teachers be happy about the agency shop issue particularly when all of a sudden they find that a fact finder who frequently has recommended agency shops in other contracts is now refusing to recommend it. Both parties have won their point with the Fact Finder. For this reason, I believe that the teachers should "reluctantly" accept this report as to the agency shop recommendation and likewise the school board should "reluctantly" accept this report as to the extended school day issue.

We now come to what is always a troublesome area for both the teachers and boards, namely, the question of direct economics. At the fact finding in this matter, the parties were approximately twenty-one thousand & no/100 (\$21,000.00) dollars apart between the Board's last offer and the MEA's last proposal.

The facts have to be considered in evaluating the economics of this situation. In the past, Mason schools have ranked quite high in Monroe County in terms of beginning and maximum salaries. Mason schools have paid among the lowest percentage of total budget to teaching salaries in Monroe County. Likewise the total percentage of the

budget for instructional salaries have been among the lowest in the County and certainly not among the highest. Mason is blessed with a high SEV behind each child. It is in fact the highest in Monroe County. Although the Board in the past had great foresight in voting operational millage for the district in recent years, other districts nearby have voted more operational millage than Mason. For example both Summerfield and Bedford which are neighboring districts have more voted millage than Mason. The fact I note that in the last year Summerfield increased their voted operational millage from 3.91 to 9.40 whereas during the same period Mason was at 8.0.

In reviewing the budget, I recognized that Mason will have to go to the voters to obtain more funds. The Board of Education wisely has stated that it intends to go to the voters for more funds. I may only suggest that the Board ask for more mills than it is contemplating simply because with the rise in costs not only for teachers' salaries but other costs it would need more millage than contemplated. Even if the Board does ask for more millage it will be among the lowest voting operating mills in Monroe County.

I also recognize that the Board's present budget is somewhat tight. There has been a suggestion that the Board has over estimated its income because it has less students this year which in turn means less state aid. However, I hasten to point out that even though the budget is tight, the Board is far from a deficit situation. To begin with it has a funded equity of two hundred twenty-five thousand five hundred eighty-eight (\$225,588) dollars. Even though this funded equity is going down over the previous year, there is substantial financial health in this district so that it can weather a bad financial year. Furthermore, as the Board itself admits, it is going to the voters for more funds. It needs funds and the voters should respond. The only thing I suggest,

and in a way I am repeating myself, I think the proposed millage increase should be higher than the Board has contemplated. The increased costs justify it.

With the above background, I have carefully weighed the difference in economics between the parties and considered the position of the Board's current budget and the Board's finances.

My approach toward economics is no different than my approach to the non economic issues raised above. I am trying to strike a happy medium between the parties so that they can reluctantly accept this report. What I have done is come up with a recommendation that would add approximately eleven thousand (\$11,000) dollars to the economic offer of the Board.

In arriving at my recommendations, I believe that it is essential that Mason continue its salary rating among the Monroe County schools. The recommendation I am making at this salary does this. What I have done in the salary schedule is to reduce it by about six thousand (\$6,000) dollars over the last MEA offer.

As far as the extracurricular pay is concerned, I was impressed by the fact that the coaches and others have not received salary increases for some time for their duties and, therefore, I am recommending that MEA last offer which I understand amount to about eight hundred sixty (\$860) dollars or thereabout additional costs be accepted.

There is one area which I am not able to recommend that the Board accept and that is the MEA's last offer toward family hospitalization and medical insurance. I recognize the tendency in Monroe County to pay full family benefits. I think this is a desirable trend. However, this is an expense item of about thirty-six hundred (\$3,600) to the Board. In the future, namely, in future contracts, the Board should give serious

consideration to this proposal. For the time being, I believed it was more essential that the salary schedule be maintained. I have put the money in the salary schedule.

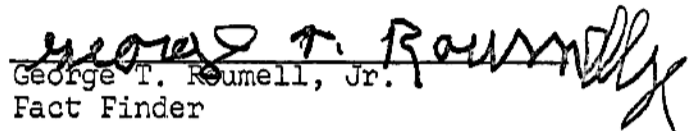
Therefore, I recommend that the payment for medical and hospitalization be as they were in last year's contract.

The Board may believe that its budget is so tight that it cannot meet my recommendations. However, may I again point out to the Board that it does have an excellent general fund equity and with the possibility of increased millage in the future, there is no question that this Board is far from deficit financing. The Board does have to plan for the future and is planning for the future. They will have to go to the voters for more millage. In the meantime, the Board should pay its teachers competitively.

I may add that I have not accepted the Board's idea for eleven (11) increments. In the past, Mason has had ten (10) increments. I believe that the general tendency is to go to less increments. These increments have been satisfactory in the past. I see no reason why they can't in the future. They also will be keeping the district competitive with other Monroe County School district and keep the district in the position that it has been in the past.

In the final analysis, I am sure that the Board wishes to pay the teachers well. It happens to be a district that has a large SEV behind each child. It has to be a district that has traditionally paid the teachers well. While meeting with the Board, I was advised by the administration that the Board feels that it has excellent teachers in Mason. Therefore, I think that the Board would be well advised to continue paying competitive salaries and keep among the top in Monroe County.

The proposal I am recommending gives neither side a complete victory. My recommended salary schedule is attached hereto as Exhibit 1. I hope both parties can "reluctantly" accept the recommendations in this report. I believe it will be in the best interest of the Mason School District if they are accepted.


George T. Roumell, Jr.
Fact Finder

Dated: September 22, 1969

EXHIBIT 1

	<u>BA</u>	<u>+20</u>	<u>MA</u>	<u>+20</u>	<u>EDS</u>
0	7,000	7,200	7,500	7,700	8,100
1	7,250	7,450	7,750	7,950	8,350
2	7,500	7,700	8,000	8,200	8,600
3	7,800	8,000	8,300	8,500	8,900
4	8,200	8,400	8,700	8,900	9,300
5	8,600	8,800	9,100	9,300	9,700
6	9,000	9,200	9,500	9,700	10,100
7	9,450	9,650	9,950	10,150	10,550
8	9,900	10,100	10,400	10,600	11,000
9	10,400	10,600	11,000	11,200	11,600
10	10,950	11,100	11,600	11,800	12,200