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5/24/85

24 May 1985

16 Ridgeway
Ann Arbor, MI 48104

Mr. William M. Ellmann
Chairman, Michigan Employment Relations Commission
14th Floor -- 1200 Sixth Avenue
Detroit, MI 48226

Carl Cohen 5/24/85

Re: MONROE PUBLIC SCHOOLS
-and-
MONROE - MICHIGAN EDUCATION ASSOCIATION
SUPPORT PERSONNEL (MESPA)

MERC FACT FINDING CASE NO. D84 E-1606

Dear Mr. Ellmann:

Cordial greetings. The above-named parties, having been earlier unable to resolve their differences in contract negotiations, submitted all outstanding disagreements to the fact finding process. The Employment Relations Commission concluded that the matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known. The Commission appointed the undersigned, Carl Cohen, as its Fact Finder and Agent to conduct a fact finding hearing pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Commission's regulations, and to issue a report with recommendations with respect to the matters in disagreement. The enclosed report is submitted in accordance with this charge.

The Fact Finder is pleased to advise the Commission that his recommendations have been accepted in full by the representatives of the two parties as the basis for the settlement of outstanding disputes, and that, as of the date of this letter, a tentative agreement upon the revised wording of a new contract has been reached.

A pre-hearing conference was held on 20 March 1985, in Ypsilanti, Michigan. Exhibits, numerous and detailed, were subsequently prepared by both parties and presented to the Fact Finder on 26 April 1985. The fact finding hearing was held at the offices of the Monroe Public Schools, in Monroe, Michigan, on 20 May 1985. Representing the School Board at that hearing was Mr. Gary Collins, Attorney; representing MESPA at that hearing was Mr. Jack Eilar, UniServ Director for the Michigan Education Association.

Monroe Public Schools

At that fact finding hearing a full opportunity was given to the parties to submit documentary evidence, to examine witnesses, and to present argument in support of their positions. In accord with the request of both parties, the Fact Finder played an active role at the hearing in exploring the positions of the two sides, in search of compromises acceptable to both. The cooperative spirit manifested by the representatives of both parties, in the course of a long and very detailed examination of the issues in dispute, bore fruit.

The recommendations of the Fact Finder, the rationale for each of them, and the proposed wording of the revised contract between the parties, are presented in the report below.

Respectfully submitted,

Carl Cohen

Carl Cohen
Fact Finder and Agent

Copies to:

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Director, MERC

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FACT FINDER'S REPORT AND RECOMMENDATIONS

24 May 1985

Re: MONROE PUBLIC SCHOOLS

-and-

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Introduction: Overview of Issues in Dispute

The existing Agreement between the Monroe Board of Education and the Michigan Education Support Personnel Association (MESPA) for the Monroe Public Schools originally covered the period from 1 July 1981 to 30 June 1983; by agreement of the parties it was extended to remain in effect until 30 June 1984. No contract for the current year (1984/85) has yet been signed.

The issues between the parties in settling a contract for 1984/85, and the following year(s), were nine in number. Of these nine, one issue -- that of salary schedule -- was particularly vexed. Of the remaining eight, all consequential, one or two were of relatively minor weight.

As a preface to the analyses below, the issues in dispute are here identified and described very briefly:

(1) Duration of the Contract.

A contract to cover the years 1984/85, and 1985/86, was essential for both parties. Whether a three-year contract, covering the year 1986/87 as well, could be agreed upon was in doubt.

(2) Salary Schedule.

Two critical matters pertaining to the salary schedule for MESPA were unresolved. The first concerned the percentage of salary improvement for each year of the contract. The second concerned the number of yearly steps (each with salary advance) between the lowest, entry-level salary, and the

highest, top-level salary, for each of the five classifications of employees within the bargaining unit.

(3) Seniority.

There remained an unresolved dispute over the provisions of the contract governing the accrual of seniority, in the District and in each job classification, and the entitlements given by such seniority in the event of layoff.

(4) Leave Days with Pay.

There remained an unresolved dispute, affecting only ten-month employees withn the bargaining unit, concerning payment for the the day after Christmas as a holiday.

(5) Insurance.

There remained an unresolved dispute concerning the variety of uses to which certain amounts, normally paid by the Board for medical insurance premiums but not needed by some employees because of other coverage, might be put.

(6) Reinstatement after Maternity Leave.

There remained an unresolved dispute over the entitlement of employees to reinstatement in employment (upon return from maternity leave) to a position in the same classification as that held when maternity leave was taken.

(7) Winter Break Days Work Schedule.

There remained an unresolved dispute concerning the hours of work for members of the bargaining unit on the two days

scheduled for work during the Winter Break.

(8) Vacation Time.

There remained an unresolved dispute over the right of employees in the bargaining unit to use a portion of their earned vacation time during the period when school is in session.

(9) Snow Days.

Arrangements for the payment for snow days, and/or the days rescheduled to replace snow days, was a matter not yet resolved by these parties.

In the pages that follow, the position of the two parties on each of these nine issues will be explained. Following that, the Fact Finder's recommendations, and the reasons for them, will be presented. Where appropriate, revised contract language proposed to incorporate those recommendations -- language tentatively accepted by both parties -- will be formulated and included in this report.

1. Duration of the Contract

For both parties it was important that the new contract be of at least two years duration. While a three-year contract would have been advantageous to both in many respects, the parties are, at this time, unable to reach agreement on some issues concerning the school year 1986/87. To conclude a formal agreement on all other outstanding issues expeditiously, the Fact Finder recommends that the new Agreement be for two (2) years, to take effect retroactively on 1 July 1984, and to remain in effect through 30 June 1986. This recommendation has been accepted by the representatives of both the Board and MESPA.

3. Job Classifications and Salary Schedule

a) Positions of the Parties.

Disagreements between the parties in this sphere were most severe. To understand them, a brief review of the classification system and salary schedule established by the old contract is essential.

There are approximately forty-six employees in this bargaining unit, of whom almost exactly half are twelve-month employees, the remaining half being ten-month employees. All members of the unit are in one of five classifications (numbered I thru V) depending on the nature of their work. Classification I covers those working as bookkeepers and in accounting; Classifications

II, III, and IV cover those in differing special kinds of secretarial employment; Classification V covers other members of the bargaining unit: other secretaries, clerks, PBX operator, and so on.

The old salary schedule specifies the entry-level hourly pay for employees in each of these classifications (called "Step 0") and eleven additional salary steps within each classification. Each year, each employee moves up one step. There are therefore twelve steps in all for each classification, of which the highest, called "Step 11", is the maximum pay grade for that classification.

In negotiations moving toward a new contract, the Board had proposed that this general framework remain in effect, that for the year 1984/85 there be a 5% increase for the entire schedule, and that for the year 1985/86 there be 5.5% increase for the entire schedule. The Association found this proposal unsatisfactory. It proposed that for the year 1984/85 the existing framework be retained, but that an additional lump-sum payment of $125.00 be made to each bargaining unit member. Further, the Association proposed that for the year 1985/86 the twelve steps of the existing framework be compressed to 6 (steps 0 and 1 combined to form step 1, steps 2 and 3 combined to form step 2, steps 4 and 5 combined to form step 3, and so on) with appropriate hourly wage rates for each of the six steps. The salary rates proposed by the

Association for such a new framework would begin (at entry level) and reach (at top level) figures very nearly identical to those proposed by the Board for Steps 0 and 11. The critical element in the Association proposal was the compression of the schedule, the reduction in the number of yearly steps before an employee reaches maximum pay level. [See Association Exhibits #5, #6, and #7.]

The compression of the schedule of steps results, of course, in accelerated pay increases for bargaining unit members. The Board was prepared to consider the partial compression of the step schedule -- but only if, in return, the percentage of improvement for the whole be reduced. The Association was not prepared to accept a reduction in the percentage of improvement, nor was it willing to accept the retention of the present 12-step schema. It was on this matter, more than any other, that the parties had reached impasse.

b) Fact Finder's Discussion and Recommendations.

The Fact Finder reviewed in detail the many alternative schedules proposed by both parties, and re-calculated the financial impact of some of them upon the employer. The Board is certainly correct in pointing out that, in general, the more the step-schedule is compressed, the faster pay increases must be given, and (over the long run) the more costly is the arrangement to the employer. On the other hand, the Association is also correct in finding eleven years to be an exceedingly long

period to require for a secretarial employee to reach maximum grade in her classification. And the Association is surely justified in contending that a reduced percentage of increase (for 1985/86) for this bargaining unit (which the employer proposed in exchange for step compression) would not be acceptable to the members of this bargaining unit when the 5.5% figure had been already adopted for other bargaining units in the District, many of which units already have a substantially higher pay base.

Lengthy discussion, and the exploration of many different paths to circumvent the difficulty, led the Fact Finder to conclude that there ought to be a way to achieve some movement toward the compression of the existing 12-step schedule, which would at the same time impose a minimal additional burden upon the Board. The parties expressed full readiness to consider plausible alternatives; several such alternatives were discussed in detail.

Finally, the Fact Finder emerged with the following recommendation for the year 1985/86: Let the overall improvement figure remain at 5.5%. Let the number of steps (for each of the five classifications) in the salary schedule be reduced from 12 to 11 -- and let this be done in the following way. The present "Step 1" will be eliminated, the figures in that column simply erased; The column of salary figures presently headed "Step 0" (in the

chart identically presented in Association Exhibit #6 and Board Exhibit J) will be retained -- but it will be re-named "Step 1." All other steps, with their appropriate salary figures, will remain undisturbed.

This recommendation has the following consequences. It begins the process of compressing the twelve-step schedule, by reducing the total number of steps to eleven, and the period required to reach maximum grade to ten years. This is a concrete recognition of the reasonableness of the Association's complaint concerning the number of years needed to reach maximum, and it is a remedy that meets that concern in small part. The burden of this compression upon the Board, however, will be very slight. All employees at (the old) Step 1 at the time of the change will automatically move to Step 2; their pay will not be affected, nor will the pay of any employees at any higher step be affected. Because it happens that there will be no employees at Step 0 at the time of the change, the employer will not be affected for the year immediately following the change. Subsequently, the advance of any employees from the new Step 1 to Step 2 will involve a somewhat greater increase in hourly rate, because of the greater gap between these steps effected by this elimination of old Step 1.

For the year 1984/85, the Fact Finder recommends the adoption of the proposal of the Association: the retention of the present 12-step schedule, a 5% overall improvement

within that schedule, and a one-time lump-sum payment of $125.00 to each member of the bargaining unit. This payment is to be made, at the end of the 1984/85 school year, to give approximate parity with other bargaining units receiving other benefits for this year.

This set of recommendations for the 1984-86 contract partly meets the concerns of both parties. Neither will be entirely happy with it; both can live with it. Both parties have tentatively accepted this recommendation of the Fact Finder as a way to reach settlement of the salary issue.

(c) Proposed Revision of Contract Language.

"For 1984/85. 5% improvement on each step of 1983/84, plus an addditional $125.00 lump-sum payment per member. Such payment shall be a one time sum and payable on or about July 1, 1985.

"For 1985/86. See enclosed salary schedule [chart on page 46b of old contract, with appropriate changes] which provides for a 5.5% improvement factor over 1984/85, and eliminates the column headed 'Step 1' and converts the column currently headed 'Step 0' into a new Step 1."

3. Seniority -- Layoff and Recall

(a) Positions of the Parties.

The system for determining seniority and its entitlements established in Article VI of the old contract was so worded as to give rise to some uncertainties. The Association contends that the actual practice of the Board did not fully correspond to these provisions, perhaps partly because the provisions themselves were unclear. To remedy this festering problem, the Association proposed a change in the wording of some Sections of Article VI, the aims of which would be two-fold. First, the changes would provide clearly that each member of the bargaining unit would, upon promotion to a higher category of employment, carry with her all seniority earned in lower categories, although she could only exercise that seniority in the higher category after one year in that category. Second, the changes would clearly specify the rights of employees, in the event of layoff, to displace ("bump"), if qualified, the least senior employee in the same classification, and if that is not possible for her, to bump (if qualified) the least senior employee in the next lowest category, and so on. Displaced employees will enjoy the same bumping rights with respect to other employees to whom they are senior.

The changes in contract language proposed by the Association present some concerns for the Board; however the Board indicated that it could accept such changes for

the sake of a full contract settlement.

(b) Fact Finder's Discussion and Recommendation.

Layoffs are unavoidably very painful; it is inescapable that some employees will, in the event of a layoff, bear very heavy burdens. Happily, this School District has been free of layoffs in recent years. The Association's concern that, in the event of a layoff, the contractually specified seniority system be very clear and very fair, is a reasonable one. The adjustments proposed do not impose an unreasonable burden upon the Board. The resulting system is clear and fair. The Fact Finder recommends the adoption of the Association proposal.

(c) Proposed Revision of Contract Language.

Change Article 6, Section C, page 15 [of old contract], adding to that Section the following sentence: "When an employee is promoted to a higher job category, she takes with her all seniority earned in all lower categories, but is prohibited from exercising it in the higher category for a period of one (1) year."

Change Article 6, Section F, Sub-section 1, page 16 [of old contract] by adding the following:

"During a reduction in the work force, the employee(s) occupying the position(s) to be eliminated will be laid off.

(a) The employee whose position is being eliminated may bump laterally the person with the lowest seniority in that classification provided she is

qualified, or the second lowest seniority employee in that classification if the bumping employee's qualifications are a problem.

(b) If the displaced employee cannot bump laterally (as provided in a above) she may go to the next lower class and bump the lowest in seniority provided she is higher in seniority and is qualified, or the second lowest seniority employee in that classification if the bumping employee's qualifications are a problem.

(c) Any employee displaced by this process shall be able to exercise the same rights as described above. Any employee being moved down to a lower classification due to a layoff will retain the right to return to that higher classification for a period of one year provided she can fulfill the qualifications."

4. Leave Days with Pay

(a) Positions of the Parties.

Approximately half of the members of this bargaining unit, as has been noted, are ten-month employees; they do not earn vacation in the normal way. In partial replacement of earned vacation, however, the parties have negotiated in earlier contracts an arrangement whereby ten-month employees receive " service pay" -- days of pay without work. Under Article III, Section C, of the old contract, ten-month employees would receive one week (five days) of service pay after one full year of employment. One day of that service pay is expended, however, by not working on the day after Christmas. For twelve-month employees, on the other hand, the day after Christmas (if it falls during the work week or during the school vacation period) is a paid holiday not charged to earned vacation time.

The Association argues that this arrangment is unfair to ten-month employees, and that they ought to enjoy this paid holiday as twelve-month employees do, and that Article III ought to be revised to insure this. Such an adjustment is opposed by the Board in view of the additional economic burden it will impose. It is a burden they can find tolerable, however, for the sake of a full settlement of the contract.

(b) Fact Finder's Discussion and Recommendation.

The present system, which provides a paid holiday for the day after Christmas to twelve-month employees, but not to

ten-month employees appears to be no more than an historical accident, and does seem to impose an injustice upon ten-month employees that is readily correctible without great additional burden to the Board. The Fact Finder can find no solid justification for the retention of the present disparate treatment of the two groups of employees. It is therefore the recommendation of the Fact Finder that the Association proposal be adopted.

(c) Proposed Revision of Contract Language.

Change Article III, Section C, page 8 [of old contract] to read, in full, as follows: "Effective with the 1985/86 school year, ten-month employees will be granted a service pay on the following basis: six days will be granted after one full year of employment (one day of that service pay includes the day after Christmas -- See Article III, Section D)."

5. Insurance Coverage

(a) Positions of the Parties.

Under the present system of paid medical insurance provided for members of this bargaining unit, employees "eligible for Board paid health and hospital insurance who are not covered by the Board health and hospital insurance shall be eligible to receive 75% of the single rate of Blue-Cross Blue Shield health insurnce paid towards the purchase of mutually agreeable option programs." [Article X, Section B, page 30, old contract.] The Association urges

that employees who are in such circumstances be permitted to use the full amount of the single subscriber premium, and moreover be permitted to use that amount toward the purchase of other options or annuities of their own choice.

(b) Fact Finder's Discussion and Recommendation.

It must be borne in mind that the persons affected by this provision are not being covered by the Board's paid health and hospital insurance because they are covered under the policy of another member of their family. In view of that, the equivalent of 75% of the single subscriber premium is not an unfair allotment. If that sum could be used at the option of the employee alone without additional burden to the employer, this proposal would be entirely reasonable. Allowing such choices by the employee, however, would in fact impose additional financial burdens upon the Board -- the present "mutually agreeable option programs" being only those offered by the present insurance underwriter for these sums. Moreover, the Board could not reasonably offer this burdensome alternative to the members of this bargaining unit without being faced with the need to do so for all District employees. That would involve substantial expense. The Fact Finder recommends that the Association proposal not be adopted, and that the policy now in effect be continued. The Association is pained by this result, but prepared to accept this recommendation for the sake of a full settlement of the contract.

6. Maternity Leave Reinstatement

(a) Positions of the Parties.

Under Article IX [Leaves of Absence -- Without Pay], Section 3, of the old contract, provision is made for employees to be granted maternity and/or child care leave, without pay, for up to one year. This Section presently concludes with the following sentence: "When the employee is reemployed, it will be to the same or equivalent position, if possible." [page 26, old contract] The Association contends that employees returning from maternity leave should be entitled to return to a position in the classification held at the time leave was taken, and that the contract be revised so as to insure this right.

(b) Fact Finder's Discussion and Recommendation.

The concern of the Association in this matter is reasonable; an employee who finds it necessary to take maternity or child care leave is, after all, on leave, and remains an employee of the Board although on leave. It is therefore not entirely felicitous to speak of the "reemployment" of such persons. As a matter of concrete practice, however, employees returning from maternity leave have not suffered in their subsequent placement, and it is clear that the Board has done all that it could, and all that was necessary, to protect their interests. It is conceivable under some circumstances that, replacement for one on prolonged leave having become essential, the Board would not be in a position to place the returning employee in the same classification held at the time leave was taken. The present policy, therefore, reasonably protects the interests of the Board in the event of unusual circumstances, and in practice has protected the concrete interests of the members of the

bargaining unit. With some reservations about the wording of the final sentence of this Section (Article IX, Section 3), the Fact Finder recommends that the Association proposal not be adopted, and that the policies now in effect be maintained. The Association is troubled by the distant possibility of a great burden falling upon one of its members one day in the future, but it is prepared to accept this recommendation for the sake of the full settlement of the contract.

7. Winter Break Days Work Schedule

(a) Positions of the Parties.

Under the contract with teachers in the District two "winter break days" have been agreed to by the Board. During these two days, school not being in session, the Association urges that the work schedule for secretaries and other members of this bargaining unit should be from 8:00 A.M until 4:00 P.M., rather than (as presently) until 5:00 P.M. This is a relatively minor matter, and is an adjustment which the Board is advised to accept, and can accept.

(b) Fact Finder's Discussion and Recommendation.

An hour of work for each member of the bargaining unit is not a trivial matter. In this case, however, it appears that only a rescheduling of the lunch hour is involved; in effect the work day is being compressed for the convenience of the employees in a way that is entirely feasible, since school is not in session. The Fact Finder recommends the adoption of the Association proposal.

(c) Proposed Revision of Contract Language.

Change Article IV, Section B, page 10 [of old contract] by adding the following sentence: "Effective with the 1985/86 school

year, if two winter break days are scheduled, the regular working day for those days will begin at 8:00 A.M. and end at 4:00 P.M. (unless other arrangments are approved by the personnel office)."

8. Vacation Time

(a) Positions of the Parties

Eighty hours of vacation time are earned by 12-month employees in this unit.It has been continuing practice in the District that this vacation time be taken during that period in late summer when there is a virtual shut-down of all operations. The Association now proposes that up to half of those vacation hours be usable, at the option of the employee, during the time school is in session. This would be a real benefit to bargaining unit members who seek or need a winter vacation period. The Board finds the proposal unacceptable, since it would necessitate substantial dislocations during the school year, to cover the activities of those on vacation, and might in some instances interfere with the proper conduct of school business.

(b) Fact Finder's Discussion and Recommendation

The Fact Finder shares the view that bargaining unit members should be allowed maximum feasible freedom in utilizing earned vacation time. It appears in this case that the burden of exercising such options during the school year would be excessive. The recommendation of the Fact Finder in this matter, therefore, is that the Association proposal not now be adopted. Whether arrangements can be made that would render such vacation options for secretarial employees feasible without undue burden upon the Board is a matter properly considered in later negotiations between the parties.

9. Snow Days

(a) Position of the Parties.

"Snow days" are days in winter on which school is cancelled, and that cancellation formally announced on radio and TV; neither students nor teachers come to school. It used to be the case that employees who were unable to report during such days were nevertheless paid for those days. Recent changes in Michigan law oblige the District to conduct a minimum number of school days; therefore days cancelled because of snow have to be re-scheduled later in the year; teachers and students must make up the days missed because of heavy snow. The Board finds it necessary, therefore, to revamp the system of accounting for snow days. Because teachers must make those days up, they are, in effect, no longer being paid for those days on which they do not work because of snow. Since secretaries and other members of this bargaining unit must be on duty on those later, rescheduled days, the Board feels it cannot pay them for days they do not work because of heavy snow. For the members of this bargaining unit, however, the change envisaged may become a substantial additional burden. The representative of the Association, therefore, has not been willing, in the negotiation of this contract, to commit the Association to the acceptance of the revised system sought by the Board. The Association recognizes, however, the need to reopen the discussion of this matter and to renegotiate all arrangments

for dealing with snow days.

(b) Fact Finder's Discussion and Recommendation.

The Board is surely reasonable in seeking a consistent method of dealing with snow days, one that provides for compliance with state law and is equitable in its treatment of all bargaining units in the District. The Association is surely reasonable in adopting caution in this matter, not hastening to accept an arrangment which, though it may be consistent with that of more highly paid units, may impose some unforeseen burdens upon the members of this unit. The Fact Finder therefore recommends that the entire matter of snow days become the topic of further careful negotiation between the parties, with the full expectation that such negotiation will be completed before the need to announce any snow days in the winter of 1985/86. Should that negotiation not have been completed for some reason, it would be reasonable to follow in this unit the same policies that are being followed in other similarly situated units in the District.

(c) Proposed Revision of Contract Language.

Change Article XIII, Section C [page 38 of old contract] by adding the following two sentences: "Effective with the 1986/87 school year, the parties agree to re-negotiate the concept of snow days. However, in the event agreement is not reached, the secretarial bargaining unit shall follow the same guidelines as the administrative

bargaining unit."

10. Other Proposed Contract Adjustments

(a) Longevity. Article III, Section G [page 9 of the old contract] makes provision for longevity pay for members of this bargaining unit. Calculating longevity pay on the same basis as previously, but utilizing the changed salary schedules proposed for 1984/85, and 1985/86, the parties have tentatively agreed that the figure on the first line of Section G must be changed to $404.32 for those with twelve years service in December of the 1984/85 school year, and the figure on the second line of Section G must be changed to $426.56 for those with twelve years of service in December of the 1985/86 school year.

(b) Consistency. Wherever in the old contract reference is made to "Step 0" in the salary schedule, that should be changed to "Step 1" to maintain consistency with the revision of contract language proposed in Section 3, above, (Job Classifications and Salary Schedule) of this Fact Finder's Report.

11. Summary of Fact Finder's Recommendations

The several recommendations of the Fact Finder in this case may be summarized as follows:

1. That the parties sign a two-year Agreement;

2. That for 1984/85 the salary improvement factor be 5%, with a $125 lump-sum payment to each member of the bargaining unit, the twelve-step pattern remaining in place; and that for 1985/86 the salary improvement factor be 5.5%, with a compression of the salary step-schedule from twelve steps to eleven, by the elimination of Step One in the existing schedule;

3. That the Association's proposals to adjust and clarify the provisions governing seniority, and its uses in layoff and recall, be adopted;

4. That ten-month employees be awarded six service pay days each year, an increase of one service pay day, of which one would be used for the day after Christmas, in accord with the Association's proposal;

5. That the Association's proposal to give certain employees unlimited choice in the purchase of annuities or other options, using the full amount of the single-subscriber health insurance premium paid by the employer, not be adopted;

6. That the Association's proposal to guarantee, as a right under the contract, the reinstatement of an employee who returns from maternity leave to a position in the same classification as that held when such leave was taken, not be adopted;

7. That if winter break days are scheduled, the regular work hours for secretaries during those days be from 8:00 A.M. to 4:00 P.M. (rather than 5:00 P.M.), in accord with the Association's proposal;

8. That the Association's proposal to permit up to half of earned vacation time to be used during the period when school is in session, not be adopted;

9. That the concept of snow days be renegotiated by the parties, and that should agreement on that matter not be reached, the guidelines adopted by the bargaining unit for administrators should prevail for this secretarial unit also;

10. That longevity pay be adjusted upward to reflect the changes in the salary schedule recommended above, and that all other language in the contract be made fully consistent with the recommendations above.

These recommendations, when adopted, can serve as the foundation of a new, two-year Agreement between the Monroe

Public Schools and the Michigan Education Support Personnel Association; the representatives of both parties have expressed their intention to accept these recommendations as a set, for the sake of the settlement of the entire contract.

12. Conclusion

The Fact Finder concludes with an expression of admiration for the intelligence, patience, civility and constructive energy that was exhibited by the representatives of both parties -- Mr. Jack Eilar for the Association, and Mr, Gary Collins for the Board -- during the proceedings leading to this set of recommendations. The Fact Finder is very pleased to have been of service to MESPA and to the Monroe Public Schools.

Respectfully submitted,

Carl Cohen

Carl Cohen
Fact Finder and Agent

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