

1464

2/5/73 FF

RECEIVED
FEB 8 1973

K
D

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

317

STATE OF MICHIGAN

EMPLOYMENT RELATIONS COMMISSION

In the matter of:

MONTROSE COMMUNITY SCHOOLS

and

MONTROSE EDUCATION ASSOCIATION

Michigan State University
LABOR AND INDUSTRY
RELATIONS LIBRARY

HEARINGS OFFICER'S FACT FINDING REPORT

APPEARANCES:

For Montrose Community Schools:

John Stauffer, Board of Education
Philip Rumbold, Board of Education
Howard Kuehn, Superintendent
William P. Daniel, Attorney, Board of Education

For Montrose Education Association:

Gary E. Vandermark, Michigan Education Association
Tom Casteel, President, Montrose Education Association
Edward R. Johnson, Negotiating Team
Ivy M. Jahncke, Negotiating Team
Dale Tithof, Negotiating Team
Jerald Wiebe, Negotiating Team
Dorothy Stadie, Negotiating Team
Nancy Hall, Negotiating Team

This is a fact finding report under the provisions of Section 25 of Act 176 of the Public Acts of 1939, as amended, which provides in part as follows:

"Whenever in the course of mediation under Section 7 of Act No. 336 of the Public Acts of 1947, being Section 423, 207 of the Compiled Laws of 1948, it shall become apparent to the Board that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the Board may make written find-

Montrose Community Schools

Daniel Kruger

ings, with respect to the matters in disagreement. Such findings shall not be binding upon the parties but shall be made public . . ."

In accordance with the Commission's Rules and Regulations relating to fact finding, the undersigned Hearings Officer was designated to conduct a hearing in the matter and to issue a report in accordance with Employment Relations Commission General Rules and Regulations 35. Briefly, this Rule states that the Hearings Officer will issue a report with recommendations with respect to the issues in dispute.

The Issues

In its Application for Fact Finding dated November 1, 1972, the Montrose Education Association (MEA) stated the following to be the unresolved issues.

1. Salary:

MEA - \$8350 base with 1-11 steps based on the current index construction.

Board - \$8150 base with 1-10 steps based on the current index construction.

2. Health Insurance:

MEA - Full Family Coverage. \$25 minimum subsidy. Current MESSA program.

Board - Full Family Coverage. \$20 minimum subsidy. Maximum average cost per teacher per month \$31.57.

3. Extra Pay:

	<u>MEA</u>	<u>Board</u>
High School Yearbook	No proposal	2%
Middle School Coaches	3 @ 8%	8% and leave out specific number
Middle School Music	5%	5%
Conference Hour Teaching	\$6.00 per hr.	\$5.00 per hr.
Driver Training	6.50 per hr.	5.90 driving
High School Cheerleading	\$100 per team	6.25 classroom
Sixth grade girls coach	No proposal	2%
		1 1/2%

	<u>MEA</u>	<u>Board</u>
Middle school girls coach w/GAA as a club	3½%	2%
A.V. - High School	\$400	\$400
- Elementary	\$300	\$300
Method of payment	Prorated during the activity	Present method

4. Substitute Pay:

MEA - \$30 per day. Full pay after 15 days in the same assignment. No retroactive pay.

Board - Current rate which is \$26 per day. \$44.00 per day after 30 days in the same assignment. No retroactive pay.

5. Business Days:

MEA - 3 days

Board - 2 days with provision for 1 additional day in a critical emergency at the discretion of the superintendent.

6. Released Time for Association Officers:

MEA - Have the right to purchase up to 10 days of substitute rates.

Board - Opposed to this proposal.

7. Curriculum Council:

MEA - Include present council structure in the contract.

Board - The MEA is not sure of the Board position.

8. Agency Shop:

MEA - Current procedures.

Board - Non-members pay only the court specified amount.

In its response dated November 17, 1972, to the Education Association Application for Fact Finding, the Montrose Community Schools stated the unresolved issues to be:

1. Salary: 65.1% of non-earmarked income, plus \$10,000.00 of Title I (two teachers) subsidy with same index construction.

2. Health Insurance: Maintain current program and costs.

3. Extra Pay:

Year Book	2%
Middle School Coaches	No specification of number to be used.
Middle School Music	The district has made no proposal, but will accept the Association's of 5%.
Conference Hour	
Teaching	Retain current provision.
Driver Training	Retain current provision.
High School Cheer-leading	Retain current provision.
Sixth Grade Girl Coach	No present proposal.
Middle School Girl Coach with/GAA as a club	Retain current provision.
A.V. - High School and Elementary	Parties in agreement.

Board further requests that all specification of number of positions set forth in Schedule B be deleted.

Method payment	Present method to continue unless reasonable alternative is available.
----------------	--

4. Substitute Pay: Retain current language with whatever amendment is necessary for negotiated sub-salary.
5. Business Day: Two with one additional critical emergency day at discretion of superintendent.
6. Released Time for MEA Officers: No.
7. Curriculum Council: No change in current status.
8. Agency Shop: The school district's position is that this is a legal question and not properly subject to fact finding procedure. It is further the district's position that the current system may be retained provided that non-members pay only the provable share of the costs of administering and negotiating the local contract.

The Education Association in its Application for Fact Finding stated that it had attempted to engage in good faith mediation regarding the unresolved issues, but mediation had failed to resolve the matters in dispute. The Commission concluded that matters in disagreement between the parties might be more readily settled if the facts involved in disagreement were determined and publicly known. Accordingly, the Commission appointed Daniel H. Kruger, as its Hearings Officer and Agent.

The Hearing was held on January 3, 1973 at the Montrose High School in Montrose, Michigan.

Discussion of Unresolved Issues and Recommendations

At the outset of the Hearing, the Fact Finder asked the parties to restate for the record, the unresolved issues. Mr. Gary E. Vandemark, Michigan Education Association, Representative, stated that the following were the unresolved issues: (1) Salary, (2) Health Insurance, (3) Extra Pay, (4); Substitute Pay, (5) Business Days, (6) Released Time for Association Officers, (7) Curriculum Council, and (8) Agency Shop.

Mr. William P. Daniel, Attorney, School Board, stated that there were some discrepancies in the issues under Extra Pay. The parties had agreed on the pay for the following positions: (1) High School Yearbook, (2) Middle School Music, (3) A.V. High School and Elementary.

The Board seeks to retain the present pay rate for the Cheerleading. It has no proposal for the Sixth Grade Girl Coach and it seeks to retain the pay rate for the GAA Club sponsor.

The parties agreed to withdraw the issue of Curriculum Council.

A. Salary Schedule

The Education Association seeks a \$8,350 base with the same index as in the current agreement. Moreover, it wants 11 steps in the salary schedule. The proposed salary schedule appears in Table I below.

The Board seeks to provide 65.1 percent of non-earnable income for salaries plus \$10,000 of Title I subsidy (two teachers). It wants to retain the same index construction and 10 steps in the schedule. In its Exhibit at the Hearing, the Board used as an example a base of \$8,100 salary which would result in salary costs of 65.1 percent of income. The salary schedule based on \$8,100 appears

in Table I.

The current salary schedule is based on \$7,970 BA minimum and also appears in Table I.

Table I

Current Salary Schedule and Proposed Salary Schedule
Of Education Association and School Board Example and Index

<u>Step</u>	<u>Current Schedule</u>		<u>Education Association Proposal</u>		<u>Board's Example*</u>		<u>Index</u>
	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>	
1	7,970	8,520	8,350	8,900	8,100	8,650	1%
2	8,206	8,773	8,684	9,256	8,424	8,996	4%
3	8,535	9,124	9,031	9,626	8,761	9,356	4%
4	8,889	9,502	9,410	10,030	9,129	9,749	4.2%
5	9,262	9,901	9,805	10,451	9,512	10,158	4.2%
6	9,665	10,332	10,236	10,911	9,931	10,605	4.4%
7	10,090	10,786	10,686	11,391	10,368	11,072	4.4%
8	10,549	11,277	11,178	11,915	10,845	11,581	4.6%
9	11,035	11,796	11,692	12,463	11,344	12,114	4.6%
10	11,559	12,356	12,253	13,061	11,889	12,695	4.8%
11			12,841	13,688			

*Latest Example -- Presented at the Hearing.

Table II compares the 1971-72 salary schedule with the Education Association proposal and the Board example both in terms of dollar and percent differences. The dollar difference between the 1971-72 salary schedule and the Education Association proposal ranges from \$380 at BA Step 1 to \$694 at BA Step 10. The percentage increases of the Association proposal over the 1971-72 salary schedule range from

4.77 percent at BA Step 1 to 6 percent at BA Step 10.

For the MA, the dollar differences range from \$380 at Step 1 to \$705 at Step 10. The percentage increases range from 4.46 percent at Step 1 to 5.71 percent at Step 10.

The dollar differences between the Board's example and the 1971-72 salary schedule for the BA ranges from \$130 at Step 1 to \$330 at Step 10. The percentage increases range from 1.63 percent at Step 1 to 2.85 percent at Step 10.

For the MA the dollar differences in the Board's example range from \$130 at Step 1 to \$339 at Step 10 and the percentage increases range from 1.53 percent at Step 1 to 2.74 percent at Step 10.

Table II

Comparison 1971-72 Salary Schedule, Education Association Proposal
And Board Example and Dollar and Percentages Differences

<u>Step</u>	<u>1971-72 Salary Schedule</u>	<u>MEA Salary Proposal</u>	<u>Difference 1971-72 Schedule and MEA Proposal</u>		<u>Board Example</u>	<u>Difference 1971-72 Schedule and Board Proposal</u>	
	<u>BA</u>	<u>BA</u>	<u>Dollar</u>	<u>%</u>	<u>BA</u>	<u>Dollar</u>	<u>%</u>
1	7,970	8,350	380	4.77	8,100	130	1.63
2	8,206	8,684	478	5.83	8,424	218	2.66
3	8,535	9,031	496	5.81	8,761	226	2.65
4	8,889	9,410	521	5.86	9,129	240	2.70
5	9,262	9,805	543	5.86	9,512	250	2.70
6	9,665	10,236	571	5.91	9,931	266	2.75
7	10,090	10,686	596	5.91	10,368	278	2.76
8	10,549	11,178	629	5.96	10,845	296	2.81
9	11,035	11,692	657	5.95	11,344	309	2.80
10	11,559	12,253	694	6.00	11,889	330	2.85
11		12,841					

Table II Continued

<u>Step</u>	<u>1971-72 Salary Schedule</u>	<u>MEA Salary Proposal</u>	<u>Difference 1971-72 Schedule and MEA Proposal</u>		<u>Board Example</u>	<u>Difference 1971-72 Schedule and Board Proposal</u>	
	<u>MA</u>	<u>MA</u>	<u>Dollar</u>	<u>%</u>	<u>MA</u>	<u>Dollar</u>	<u>%</u>
1	8,520	8,900	380	4.46	8,650	130	1.53
2	8,773	9,256	483	5.50	8,996	223	2.54
3	9,124	9,626	502	5.50	9,356	232	2.54
4	9,502	10,030	528	5.56	9,749	247	2.60
5	9,901	10,451	550	5.55	10,158	257	2.60
6	10,332	10,911	579	5.60	10,605	273	2.64
7	10,786	11,391	605	5.61	11,072	286	2.65
8	11,277	11,915	638	5.66	11,581	304	2.70
9	11,796	12,463	667	5.65	12,114	318	2.70
10	12,356	13,061	705	5.71	12,695	339	2.74
11		13,688					

In the Association's Exhibit 9, six school districts in Genesee County had increases in 1972-73 of \$200 and less over the 1971-72 schedule at the BA level. Fourteen districts had increases of \$300 or more at the BA level in 1972-73 over the 1971-72 salary schedule. If the Genesee Intermediate District is included, there would be fifteen school districts which negotiated increases of \$300 or more.

Comparisons with other school districts while useful ignores the tax base of the individual districts. Montrose ranks 512 out of 527 K-12 districts in Michigan in income derived from local sources. In 1970-71, it ranked 493 in State Equalization Valuation. About 75 percent of its income comes from state sources.

Recommendation: The Fact Finder considered carefully the economic position of the School District. On the basis of equity, the Fact Finder recommends an increase of 3.3 percent over the base of the 1971-72 salary. This results in an increase of \$263 ($\$7,970 \times .033$) and raises the base to \$8,233.

The Fact Finder based his recommendation of 3.3 percent on the increase in the Consumer Price Index between September 1971 and September 1972. The Consumer Price Index is calculated by the U.S. Department of Labor. This increase of 3.3 percent gives some protection to the teachers against the rising cost of living.

The Fact Finder also recommends that there be ten steps in the salary schedule. He makes this recommendation with the full knowledge that the teachers at the tenth step will receive a 3.3 percent increase. Since they are at the top step, they will not receive a step increment.

Table III below shows the recommended salary schedule with ten steps, the step increases and the dollar differences between the Fact Finder's Recommendation and the 1971-72 salary schedule. The range is:

	<u>Minimum</u>	<u>Maximum</u>	
BA	8,233	12,081	10 Steps
MA	8,801	12,918	10 Steps

By comparison, the ranges for the Education Association proposal and the Board's example are:

<u>Education Association</u>	<u>Minimum</u>	<u>Maximum</u>	
BA	8,350	12,253	10 Steps
		12,841	11 Steps
MA	8,900	13,061	10 Steps
		13,688	11 Steps
<u>Board Example</u>			
BA	8,100	11,889	10 Steps
MA	8,650	12,695	10 Steps

Table III

Fact Finder's Recommended Salary Schedule with Step Increases
And Dollar Differences Between Recommended Salary Schedule and 1971-72 Salary Schedule

Step	BA	Step Increase	Dollar Difference Fact Finder's Recomm. & 71-72 Salary Schedule	MA	Step Increase	Dollar Difference Fact Finder's Recomm. & 71-72 Salary Schedule	Index
1	8,233	263*	263	8,801	281*	281	1%
2	8,562	329	356	9,153	352	380	4%
3	8,904	342	369	9,519	366	395	4%
4	9,278	374	389	9,919	400	417	4.2%
5	9,668	390	406	10,336	417	435	4.2%
6	10,093	425	428	10,791	455	459	4.4%
7	10,537	444	447	11,266	475	480	4.4%
8	11,021	484	472	11,784	518	507	4.6%
9	11,528	507	493	12,326	542	530	4.6%
10	12,081	553	522	12,918	592	562	4.8%

* 3.3 Percent increase.

The chart below shows the dollar differences in minimum and maximum between the Fact Finder's recommendation, the Education Association proposal and the Board's example.

	<u>BA Minimum</u>	<u>BA Maximum</u>
Fact Finder	\$8,233	\$12,081
Board's Example	8,100	11,899
Difference	\$ 133	\$ 182
	<u>MA Minimum</u>	<u>MA Maximum</u>
Fact Finder	\$8,801	\$12,918
Board's Example	8,650	12,695
Difference	\$ 151	\$ 223

	<u>BA Minimum</u>	<u>BA Minimum</u>	
Fact Finder	\$8,233	\$12,081	
Education Association Proposal	8,350	12,253	10 Steps
Difference	\$ 117	\$ 172	10 Steps
	<u>MA Minimum</u>	<u>MA Maximum</u>	
Fact Finder	\$8,801	\$12,918	
Education Association Proposal	8,900	13,061	10 Steps
Difference	\$ 99	\$ 143	

Table IV shows the cost of the Fact Finder's salary recommendation. The total costs of salaries of BA and MA teachers is \$922,689

Below is a comparison of the costs of the Fact Finder's Recommendation, Education Association and Board's examples. The Board's examples require an additional comment. During the negotiations an example of the Board's position was submitted which contained a base of \$8,150. The BA range was \$8,150 - \$11,962 and the MA range \$8,700 - \$12,769. At the Hearing the Board's example contained a BA range of \$8,100 - \$11,889 and a MA range of \$8,650 - \$12,695.

	<u>Total Costs</u>	
Fact Finder's Recommendation	\$922,689	
Education Association Proposal	\$945,194	(Exhibit #12)
Board's Earlier Example	\$910,633	
Board's Example at Hearing	\$907,566	
Difference in Costs Between Board's Earlier Example and Fact Finder's Recommendation	\$ 12,056	
Difference in Costs Between Board's Example at Hearing & Fact Finder's Recommendation	\$ 15,123	

Table IV

Cost of Fact Finder's Recommended
Salary Schedule

BA			
Step	Base	No. of Teachers	Total Cost
1	\$ 8,233	8	\$ 65,864
2	8,562	10	85,620
3	8,904	8	71,232
4	9,278	7	64,946
5	9,668	5	48,340
6	10,093	4	40,372
7	10,537	2	21,074
8	11,021	4	44,084
9	11,528	2	23,056
10	12,081	15	181,215
Total BA Salaries			\$645,803
MA			
1	\$ 8,801	0	--
2	9,153	1	\$ 9,153
3	9,519	2	19,038
4	9,919	0	--
5	10,336	1	10,336
6	11,791	1	10,791
7	11,266	3	33,798
8	11,784	0	--
9	12,326	0	--
10	12,918	15	193,770
Total MA Salaries			\$276,886
Total BA & MA Salaries			\$922,689

It is recognized that the Fact Finder's recommendation exceeds the School District's position of limiting the teacher salary costs to 65.1 percent of income. Although the pattern of salary costs in the District since 1968-69 has been approximately 65.1 percent, this historical percent had to be broken in order to provide equity and fairness to the salary schedule for 1972-73. The teachers were penalized by wage controls in 1971-72. An adjustment had to be made which reduced the negotiated salary structure. The negotiated salary

structure was adjusted to a percentage of 73.37 for both the BA and the MA. The Fact Finder's recommendation, in part, sought to correct this adjustment factor which was necessitated by governmental regulation.

The total costs of the Fact Finder's Recommendation, the Education Association and the Board's examples are greatly affected by the index. The Fact Finder was told by the Superintendent that an increase of \$100 on the salary schedule costs the District \$11,000 in total salary costs including Schedule B (Pay for Extra Curricular Activities). The Fact Finder had to work with the existing index since the parties had both agreed to use it. The parties may want to reexamine this index in the 1973-74 negotiations.

B. Health Insurance

The Education Association seeks to have a \$25 minimum subsidy for full family coverage of hospitalization and surgical insurance. The Board seeks to retain the present contractual relationship under which the Board pays \$28.25 per month for each teacher (Agreement pp.29).

The Education Association wants to establish the principle of full family coverage with a minimum subsidy of \$25. According to the Fact Finder's calculation a \$25 subsidy would amount to \$26,400 per year for insurance costs ($\$25 \times 12 \times 88$).

The current agreement provides that the Board pay \$28.25 per month per teacher for insurance coverage. This amounts to \$29,832 per year for insurance costs.

The Education Association in Exhibit 16 pointed out that 16 school districts in Genesee County in 1971-72 provide the full cost of health insurance for their teachers.

Recommendation: The Fact Finder recommends that the School District continue to pay \$28.25 per teacher per month towards the cost of insurance. Accordingly, there will be no increase in insurance costs this year for the District. This recommendation continues the present arrangement and provides the teachers with insurance protection which they feel they need.

C. Extra Pay

1. Middle School Coaches

The parties are in agreement with the rate of pay -- 8 percent -- for the Middle School Coaches. They are in disagreement on the number of Middle School Coaches. The Education Association seeks to have 3 coaching positions. The Board is opposed to spelling out a specific number of coaching positions. It wants to have flexibility to select the number of coaches needed.

Recommendation: The Fact Finder recommends that the specific number of Middle School Coaches be deleted and that the Board have the authority to determine the number of coaches needed for the athletic program at these schools.

2. Conference Hour Teaching

The Education Association seeks \$6.00 per hour for Conference Hour Teaching. The Board wants to retain the present rate of \$5.00 per hour. No exhibits were introduced to show the practices in the other school districts in the County. Moreover, no evidence was submitted as to the reasons for raising the rate from \$5.00 per hour to \$6.00 per hour. Thus, the Fact Finder is without any basis for evaluating the proposed increase.

Recommendation: The Fact Finder recommends that the present rate of \$5.00 for Conference Hour teaching be retained.

3. Driver Education Instruction

The Education Association seeks to raise the pay per hour of Driver Education Instructors from \$5.90 which is the current rate to \$6.50. The Board seeks to have two rates of pay \$5.90 per hour for the in-

structor while driving in the car and \$6.25 per hour while in the classroom. The Board's rationale for the two tier pay schedule for driver education is that the instructor in the classroom is working with more students. While in the car there are usually three students. The Education Association showed in Exhibit #23 (Driver Education Rates - Genesee County 1971-72) that 4 School Districts pay \$6.00 per hour, 2 Districts pay \$6.25, one pays \$5.75 an hour and one pays \$5.50. In another district the rate range is \$4.50 - \$6.25. There is no explanation in the Exhibit as to the rationale for the range. Two other districts pay \$30.00 per student, another pays \$39.00 per student while one pays .0075 of the BA base.

Recommendation: The Fact Finder is persuaded that there should be a two tier pay schedule for Driver Education instructors. The job duties inside the classroom are quite different from those in the car. Accordingly, he recommends the Driver Education Instructors be paid \$5.90 while in the car and \$6.40 while in the classroom. Under this recommendation there is a differentiation of 50 cents per hour between being in the classroom and being in the car. The average cost per hour of instruction for Driver Education will be \$6.15.

4. High School Cheer Leader

The Education Association seeks to have the High School Cheer Leader be paid \$100 per team. There are currently four (4) teams. The Board wants to retain the percent pay in the agreement which is \$100.

No evidence was submitted as to the rationale for the increase. Moreover, no job description was submitted to indicate the scope of the job duties of the High School Cheer Leader and the team and the time

involved in the discharge of these job responsibilities.

Recommendation: The Fact Finder strongly recommends that the Superintendent, in cooperation with the Education Association, develop a job description for the High School Cheer Leader and the teams, spelling out specifically the job duties and the time involved in these duties.

In the absence of a job description the Fact Finder strongly recommends that the parties retain the pay as provided in the current agreement.

5. Sixth Grade Girls Coach

This is a new position. The Education Association does not have a proposal on this position. In the Education Association's Application for Fact Finding it notes that the Board had proposed a 1.5 percent of salary for this position. The Board's response to this Application did not contain such a proposal.

At the Hearing neither party submitted a job description showing the duties, responsibilities and time involved for this position.

Recommendation: The Fact Finder strongly recommends that the Superintendent, in cooperation with the Education Association, prepare a job description for this position including number of hours per week the individual will spend performing such duties and the number of weeks in a school year she will be involved.

The Fact Finder also recommends that this issue be dropped pending development of the job description. It could be introduced in the negotiations for the next school year.

6. Middle School Girls Coach with Girls Athletic Association as a Club

This is a new position. Previously, there was a GAA Club sponsor who

received \$50.00. The Education Association wants a pay rate of 3.5 percent of base salary. The Board wants to retain the pay rate of \$50.00 for the Club sponsor.

No evidence was introduced in the Hearing as to the job duties of this position, or the scope of responsibilities or hours involved.

Recommendation: The Fact Finder strongly recommends that the position of GAA Club sponsor be paid \$50.00. If a job description for the new position is developed by the Superintendent in cooperation with the Education Association, the parties can negotiate a pay rate to cover the new job responsibilities.

7. Method of Payment

The contract Appendix B reads "Extra salary for coaching will be paid at the end of the season, after the Coach has completed checking in all equipment and an inventory has been filed with the Athletic Director or Principal or may be pro-rated over year" (pp.31).

The Education Association wants the pay pro-rated. It maintains that this is, in effect, the current practice. The Board wants to retain the present contract provision which gives options.

Recommendation: The Fact Finder recommends that the pay be prorated during the year. However, some provision must be made to hold the coaches accountable for the equipment used in that particular activity.

D. Substitute Pay

The Education Association seeks a rate of pay for teacher substitutes of \$30.00 per day. After 15 days in the same assignment the substitute would receive the salary to which he or she would be entitled based on the salary schedule. There would be no retroactive pay once the substitute teacher began

receiving the regular salary.

The Board wants to retain the current substitute rate of pay of \$26.00 per day. After 30 days in the same assignment the rate would be raised to \$44.00 per day. Once the teacher began receiving the \$44.00 rate of pay, there would be no retroactive pay. It is the Fact Finder's understanding that the \$44.00 figure is based on the average daily rate of all teachers in the District.

MEA Exhibit #24 (Daily Substitute Pay in Genesee County) shows that three school districts pay \$30.00 per day, two pay \$28.00, two pay \$27.50, six pay \$27.00, two pay \$26.00 (excluding Montrose), four pay \$25.00, and one pays \$23.00 per day. These pay rates are for degree substitute teachers.

Recommendation: The Fact Finder recommends that the substitute teacher pay rate be \$26.00 per day. After 30 days in the same assignment, the substitute teacher will be paid the full salary for which he or she would qualify on the salary schedule. There would be no retroactive pay for the first 30 days.

E. Business Days

The Education Association seeks 3 business days. The Board has proposed two business days with one additional day for critical emergency at the discretion of the Superintendent. The current contract provides for 2 days.

Association Exhibit #25 (Business and Personal Days - Genesee County 1970-71 and 1971-72) shows that 15 school districts in Genesee County in 1971-72 provided its teachers with 2 business days. Excluding Montrose there are 21 school districts in the County.

Recommendation: The Fact Finder strongly recommends that the parties agree for the current school year to two business days with one additional day for critical emergency at the discretion of the Superintendent. This recommendation gives the teachers an additional day in event of a critical emergency.

F. Released Time for Education Association Officers

The Education Association wants the right to purchase up to 10 days of time for its officers at substitution rates of pay. It maintains that the officers need time to negotiate and to handle Association business.

The Board is opposed to this proposal because it maintains that it will be purchasing substitute performance.

Thirteen districts in Genesee County 1971-72 provide released time for Association officials (MEA Exhibit #26).

Recommendation: The Fact Finder recommends that the Board accept this proposal. The officers of the Education Association need time for negotiations and to handle Association business. The Association will pay the substitutes. It is the Fact Finder's understanding that the Superintendent's Office maintains a list of regular qualified substitutes.

G. Agency Shop

This issue is now a legal matter as a result of the Michigan Supreme Court decision in Smigel, Starr et al and Southgate Community School District decided November 29, 1972. This case dealt with the legality of the agency shop and the payment by non-members of the agency shop fee. The Fact Finder declines to make a recommendation on the agency shop fee because a petition for rehearing of this case has been made to the Supreme Court. This suggests to the Fact Finder that the issue of the agency shop and the agency fee may still be in doubt.


H. Retroactive Provision

The Fact Finder strongly recommends that the terms and conditions of the Agreement be retroactive to September 6, 1972, the beginning of the school year. The teachers have been working without a contract since June 30, 1972 and have utilized the procedures as prescribed by the law as of the State of Michigan.

They, therefore, should not be penalized.

Summary

The Fact Finder has made recommendations which can serve as the basis for the parties to resolve the issues in dispute. He is concerned with strengthening and improving the quality of goodwill among and between the parties. Goodwill is essential if there is to be quality education in the classroom. The Fact Finder, therefore, strongly urges the parties to accept these recommendations.


Daniel H. Kruger
Fact Finder

February 5, 1973