

1481

## MUSKEGON HEIGHTS PUBLIC SCHOOLS

- and -

## MUSKEGON HEIGHTS EDUCATION ASSOCIATION

Case No. G77 H-949

Edward Simpson

The Fact Finder, J. Edward Simpkins, was appointed Hearing Officer in the instant case pursuant to the Employment Relations Commission's determination that the matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement could be determined and publicly known. Following the Commission's determination the Fact Finder was appointed effective April 14, 1978.

Hearings and conferences were conducted over a period of thirty-two hours beginning 2:00 p.m. Saturday, April 15 and ending Sunday, April 16 at 10:00 p.m. This included a pre-award conference between the Fact Finder and the parties.

BACKGROUND

Negotiations between the parties began on or around August 23, 1977. Approximately seventeen major items brought to the bargaining table remained unresolved. Mediation was attempted and subsequently the matter was brought to Fact Finding.

SCOPE OF THE FACT FINDING

The following issues were found to be in dispute on April 15:

1. The School Calendar
2. Evaluation of Teachers and the Instrument to be Used
3. Class Size
4. Reduction in Staff
5. Seniority and Recall
6. Early Retirement
7. Funeral Leave
8. Use of Personal Cars
9. Personal Business Day Accumulation

TO THE EMPLOYMENT RELATIONS COMMISSION  
Michigan State University

Muskegon Heights Public Schools

10. Addition to Extra Duty Day Salary Schedule
11. Preparation Time for Bargaining Unit Members
12. Teacher Protection and Student Discipline
13. Severance Pay
14. Just Cause Provision
15. Clarification of Recognition Clause
16. Revision in Grievance Procedure
17. The 1977-78 Salary Schedule

#### ARGUMENTS BY THE BOARD

The Board argued that economic benefits for teaching personnel are comparable to those benefits normally received by similar personnel employed in districts of comparable size. It was able to show that more than a third of its teachers receive the maximum pay on the B.A. and M.A. salary schedules. Out of 196 persons in the teachers' unit, 24.5% are at the B.A. maximum and 11.7% are at the M.A. maximum. Four, or 2% are at the M.A. + 30 maximum and one teacher, .5%, holds a doctorate and is also at maximum salary. Seventy-six teachers out of a force of 196, or, 38.8%, were shown to be at the top of the salary schedule. (Board Exhibit, p. 4.)

The Board further argued that even if no further increases are granted for this year, those teachers holding B.A. degrees who are not at maximum salary will receive incremental raises averaging from 3.8% to 5.8%. In addition insurance increases will accrue to 2% which though not representative of new benefits to teachers are nevertheless real costs to the Board. (Board Exhibit, p. 5.) For those teachers holding M.A. degrees or better the increments represent automatic increases ranging from 3.9% to 6.5%. (Board Exhibit, pp. 6-8.)

The Board also provides health fringes to teachers in the form of Super Med II with no cap that is among the best in the County. Furthermore, the Board's 80/20 Dental Plan is shown to be the very best among eight selected comparable districts. (Board Exhibit, p. 9.) Although the Board argued further that its costs for these benefits would increase significantly over the next year, the Fact Finder disregarded the Board's claims inasmuch as those claims rested on the assumption that teachers would take all of their sick days and leave days.

When Muskegon Heights is compared with other districts in Michigan of comparable size (2527-4727 students) the Board was able to show that its salary schedule at the B.A. and M.A. minimum and maximum is comparable. For example, Muskegon Heights at a B.A. minimum of \$10,025 is only \$148 below the State average minimum of \$10,173. It compensates for this by paying a B.A. maximum salary of \$16,441 which is \$283 above the average B.A. maximum for districts of comparable size in Michigan. The reverse is true at the M.A. level where Muskegon Heights at \$11,062 is \$46 above the average minimum of \$11,016 while at \$18,234 it is \$220 below the average M.A. maximum of \$18,454. (Board Exhibit, p. 12.)

The Board was able to show to the Fact Finder's satisfaction that the raises proposed by the Association would necessitate immediate deleterious effects on the school district inasmuch as the school year is eight tenths complete. (Board Exhibit, pp. 13-16) Although due consideration was given to a slight increase for the current year during the Fact Finding, that, too, was ultimately determined by the Board to be more than it could manage without seriously and negatively impacting upon its instructional program.

The record shows that the Board's General Fund Equity and its total estimated revenues are insufficient to sustain the burden of added costs at this point in the year. Student enrollment declines decrease the flow of State Aid into the District as well as does the District's declining state equalized valuation of property. Bonded indebtedness and interest payments shown by the Board to be fixed priority costs persuade the Fact Finder that the Board would indeed have to take drastic steps to compensate its employees in the present school year above the established incremental costs which also fit within its established priorities.

#### ARGUMENTS BY THE ASSOCIATION

The Association argues that the Board's fiscal situation is, to some extent, of its own making. It points out that the Board establishes the priorities for the District and in the instant case has left seventy-eight of its employees who are represented by the Association without any wage adjustment for the current school year. Nor has the Board provided

adequately for the remaining bargaining unit members, argues the Association. Although the extent to which minimum and maximum salaries reflect comparability with other similar districts was not rebutted by the Association, it did point out that full comparability cannot be determined simply by looking at the lowest and highest salaries. Nearly two-thirds of the bargaining unit was shown by the Board to be somewhere between the top and the bottom of the salary schedule. When these persons are compared with others in comparable districts, the parity is sometimes less than what a strict comparison with the mean salary or with minimum and maximum salaries indicate. (Association Exhibit, 1, 2.) If the Board's proposal is allowed to stand, argues the Association, the inequities will become worse.

In order to meet its obligations to its professional staff, argues the Association, the Board must exert an effort to increase its revenues. When Muskegon Heights is compared to other districts having student populations between 2527-4727, its millage rate of 28.3 mills is low. While acknowledging that the state equalized valuation and the enrollment decline are beyond the Board's control, the Association goes on to argue that the question of whether more millage monies need to be raised is clearly within the Board's control.

The Association went on to show that the Board's most critical money problems, particularly its deficit in the General Fund Equity and its expenditures over revenues were not caused by increases in costs in the teacher bargaining unit. The greater overage was shown to be in the operational plant area. This priority, the Association points out, was established by the Board. When teachers are denied pay increases because of non instructional priorities the effect is the same as if the teachers were compelled to subsidize the cost of the non-instructional obligation, argues the Association.

#### DISCUSSION AND FINDINGS

The Fact Finder acknowledges merit in the Board's case to the extent that it is, in fact, unable to implement a meaningful adjustment in the salary schedule if a one year Agreement is to result from these negotiations. However, it is the Fact Finder's recommendation that the

Agreement be made effective over the next three years. Over this time frame the following economic package is recommended.

A. Recommended Economic Settlement

1977-78 - No change

1978-79 - Adjust each step of the salary schedule by 7%.

1979-80 - Adjust each step of the salary schedule by 8%.

In addition the following recommendations are also proposed as a final settlement of all outstanding matters in dispute between the parties.

B. Other Recommendations

Article VII - Teacher Evaluation

Section A

Old contract and add:

The criteria for teacher evaluations shall include:

1. Knowledge of subject matter
2. Techniques of Instruction
3. Classroom management
4. Relationships with pupils, parents, and colleagues

Section B

Board agrees to Employee Proposal 8-8-77 except modify last sentence as follows. Retain 1st sentence.

Test results of academic progress

Old Sections B, C, D, E, F, G, H, I, J, K, L, shall retain the old language.

Section M will adopt the Association's proposal of 8-8-77.

Section N will adopt the Association's proposal of 8-8-88.

Note: Board will also agree to replace existing Evaluation Form with form proposed by Association.

Article VI - Class Size

Old language except Middle School schedule to be 8:00 A.M. to 2:50 P.M.

Article XV - Reductions in Personnel shall read in part:

Sections A, B, and C - No change from old Agreement

Section C, Add:

No teacher shall be laid off during the School year without just cause. The employer will make every effort to notify teachers subject to layoff for the

subsequent school year in writing at least 60 calendar days prior to the last teaching day of the current school year.

**Section D, add to old language:**

A teacher notified of layoff shall have the right to replace another member of the bargaining unit who is the least senior teacher within the teacher's certification. Last to be laid off from the bargaining unit shall be the Chairperson of the Association's Grievance Committee, Negotiations Committee, the President, Vice President, and Treasurer of the Association provided that such persons are fully certificated to fill position available. These Association leaders shall be exempt from bumping. Changes in a teacher's certification after the first work day of the next school year following layoff shall not permit the teacher to be recalled by bumping.

**Section E**

Delete word "automatically."

**Section L**

1st sentence - no change from old language; then:  
Within 15 calendar days of the receipt of a written offer to return to employment, the teacher shall respond to the notice in writing. Refusal or acceptance of a position that is less than comparable in hours and compensation to the position previously held at the time of layoff shall not affect the teacher(s) right to recall. No new staff member shall be hired until all provisions in this Article have been complied with. It is the responsibility of the teacher to keep his address current with the Personnel Office.

**Sections M and N**

Old language.

**Early Retirement**

(Same language as Muskegon City.)

**Article XIII - Grievance Procedure**

**Section B**

In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building Principal either personally or accompanied by his Association Representative. This discussion shall take place no later than 30 calendar days from the date of the alleged violation of the contract or 30 days from such time as the teacher should reasonably have known of the alleged grievance.

## Calendars

1978-79 )  
 1979-80 ) Will be negotiated by the Parties.

The above recommendations, the Fact Finder acknowledges, may require new monies which most likely will require an increase in the District's millage. That necessity, given the Board's present deficit and its present expenditures over income already appears to the Fact Finder to be imminent. It also appears that new fiscal priorities must, indeed, be established not only in accord with retroactive fiscal needs resulting from current deficits and projected over expenditures; but from a projected need to help employees maintain salaries which to some extent off-set increases in the cost of living. In year one of the proposed settlement such off-setting increases are acknowledged to be most unlikely. But inasmuch as future priorities are still to be set, the proposed economic settlement anticipates a continued rise in the cost of living index and is intended to be off-setting against that rise. It is also intended to be remediable to some degree of the absence of a salary adjustment in the first year of the Agreement.

The total settlement provides the parties with both additional time to cope with the understandable difficulties, fiscal and otherwise, which confront the District and the organizational/institutional relationships between the parties as well as mechanisms for affecting adjustments which may result from the implementation of these recommendations.

April 21, 1978

Date

Edward Simpson

Fact Finder