

FACT FINDER'S RECOMMENDATIONS

Board of Education, School
District of North Dearborn
Heights - and - North Dearborn
Heights Association of
Professional Teachers

William Lane 6-29-77

NORTH DEARBORN HEIGHTS, School District

STATE OF MICHIGAN
BEFORE THE DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN RE:

BOARD OF EDUCATION, SCHOOL
DISTRICT OF NORTH DEARBORN HEIGHTS

and

NORTH DEARBORN HEIGHTS ASSOCIATION
OF PROFESSIONAL TEACHERS

FACT FINDING RECOMMENDATIONS

A fact finding hearing was held in the above matter in Detroit, Michigan on April 27, 1977 at the offices of the Michigan Employment Relations Commission, State of Michigan Plaza Building, 14th Floor, 1200 Sixth Avenue, Detroit, Michigan. This hearing was held pursuant to a stipulation of the parties and notice by the Hearings Officer to the respective parties.

Present and participating in the hearings were the following:

For the Association of Professional Teachers:

William R. Naubert, Chief Negotiator
for the Association of Professional Teachers

For the Board of Education, School District of North
Dearborn Heights:

C. George Johnson, Chief Negotiator

The fact finding proceedings related to issues concerning approximately 103 employees. It appeared that attempts at resolving the issues between the parties had been made in mediation proceedings, but that a successful resolution of the issues had not been accomplished. Therefore, the fact finding procedures were requested.

Four issues were presented to the fact finder for resolution. They are as follows:

- (1) Severance pay.
- (2) Insurance.
- (3) Calendars.
- (4) Salary schedules.

The fact finder was presented with copies of the last position of each party with respect to those issues. During the proceedings the fact finder took evidence from both parties in support of their positions concerning the issues. There were objections to certain evidence offered by each party, however, the fact finder in this particular matter has found that the evidence offered by each party has relevance and is material and therefore has admitted the evidence offered by each party and will give it such weight as should be given to it under the circumstances of this proceeding. The fact finder will now address each issue separately.

SEVERANCE PAY

Under the contract in existence during these proceedings, this issue is included under Article VIII, Section 2(A) entitled

Personal Illness. The present language provides as follows:

"Tenure and Probationary teachers shall be entitled to twelve (12) and ten (10) sick leave days with pay per year respectively. Said days shall be cumulative but shall not exceed a total of one hundred sixty-five (165) days. Teachers shall be paid one-half daily base pay for all accumulated sick leave days over thirty-five (35) upon termination of employment. In the event of death of the teacher, these moneys shall be paid to his estate."

The Board of Education wishes to add certain language to this paragraph after the word "employment" in the next to the last sentence. What the Board wishes to add would cause that last sentence to read as follows:

"Teachers shall be paid one-half daily base pay for all accumulated sick leave days over thirty-five (35) upon termination of employment in a good standing status having satisfactorily fulfilled the duties of employment." (Underlining added by fact finder)

The fact finder recommends that this language not be included in the future contract. No satisfactory evidence was presented by the Board as to why it should be included. It is the opinion of the fact finder that the addition of such language opens up possible controversies which would require a delay in payment of such severance pay, while arguments were pursued as to whether or not an employee had "satisfactorily fulfilled the duties of employment". The Board did not present any argument to the fact finder which would indicate that such problems had arisen and therefore the fact finder recommends against the inclusion with the reason being that he feels to include such

language could precipitate more difficulties than it can solve in the light of the evidence presented.

The Association, on the other hand, seeks to have an increase in the cumulative days with a topmost limit of one hundred and eighty (180) days as opposed to the present one hundred and sixty-five (165) days, being an increase of fifteen (15) days to be permissively accumulated. In addition, the Association wants the section amended to strike the provisions requiring that teachers will be paid one-half daily base pay for accumulated sick leave days over thirty-five (35) such days and have that starting point reduced to twenty-five (25) days.

The fact finder, in reviewing the evidence, does not see any evidence or argument presented which would indicate any reason why the language as it now stands should be changed. In the opinion of the fact finder this is a bargaining point and there is no indication given to the fact finder as to any arbitrariness or wrongdoing in the manner in which the present section is applied. The fact finder notices that a number of comparable districts pay no accumulated sick leave upon severance at all; others vary the number of days permitted to be accumulated, some are less and a couple are more. However, some have other restrictions in them and a study of the materials submitted to the fact finder lead the fact finder to the following recommendation re this particular issue:

RECOMMENDATION

The fact finder recommends that the present language set forth in Article VIII, Section 2 (A) be continued as is.

INSURANCE

It has been stated by the Board and sustained by its evidence, and not controverted by any evidence offered by the Association, that the Blue Cross-Blue Shield health insurance costs for the 101 teachers in the North Dearborn Heights Association of Professional Teachers has increased 27.83% during the past year for an increased dollar cost of \$28,606.00. The fact finder also comments that he must take notice that Blue Cross-Blue Shield is constantly presenting demands for increased rates, which notices appear in the daily newspapers in this geographical area. The cost of health care is one of the more frightening aspects of life today. We all know that a serious illness can financially cripple one for life, if not totally destroy that person's finances. Health insurance is the only safeguard we have in this regard and the Board is providing such insurance.

The Association has provided evidence that there are some school districts in Wayne County providing a dental insurance program. This information is contained in the very last page of Exhibit 1, being the packet presented by the Association to the fact finder at the hearing. The fact finder is also aware that other union negotiations in other fields are attempting to make inroads into this area.

The fact finder in this area points out that he has been notified during these proceedings that any recommendation on his part in this particular area would be ineffective because the dental insurance, in the event it was recommended by the fact finder, could not be activated retroactively; the only statement the fact finder feels compelled to make at this point is that commenting upon this issue does not indicate and should not be taken as an indication that his recommendation would be affirmative as far as the requirement that such insurance be provided. Nor should it be assumed that it would be negative. The fact finder, in view of the ineffectiveness of any recommendation remains totally neutral on this issue and also points out that it is an issue currently being negotiated by the parties.

RECOMMENDATION

The fact finder makes no recommendation re dental insurance for the reasons set forth above.

CALENDARS

The issue of "calendars" seems to the fact finder to be an issue relating to the number of teacher work days. The current contract between the parties provides for one hundred eighty-three (183) work days during the year 1975-1976. The issue as to teacher work days for 1976-1977 is rather moot because the school year ended in June and even if this opinion had been out by the end of May, it would not have had any real effect on this issue. However, because of certain matters

taking place at the hearing, the fact finder feels compelled to make a recommendation on this issue at this time.

In the present Agreement between the Board of Education of the School District of North Dearborn Heights and the Association of Professional Teachers, which Agreement expires August 31, 1977, the school calendar is covered under Article VII.

The present Article VII provides for a school calendar during 1975-1976 of one hundred eighty-three (183) days. It appears to the fact finder that the Board has offered a calendar for 1976-1977 consisting of one hundred eighty-three (183) instructional days with two (2) "record days", one being on January 21, 1977 and the additional record day being June 10, 1977.

Under Exhibit 1 of the Association, in referring to this issue, the Association indicates that it wishes a calendar year of one hundred eighty-two (182) "teacher work days" as opposed to the one hundred eighty-three (183) in the present calendar and in the calendar proposed by the Board. In addition, the Association wishes a continuation of two (2) "record days". During record days there will be no students in attendance. The Association goes a step further, it does appear, in that it wants the last day of student attendance to be June 8, 1977 and the last teacher work day shall be June 9, 1977.

As the fact finder has commented, the very last mentioned point is undoubtedly moot. However, during the taking of testimony, it

became apparent when a question to the Board, put by the fact finder, caused a somewhat disturbing response. Article VII of the present Agreement provides that "the Board of Education will designate one of the aforementioned instructional days for a workshop day for all teachers and instructional staff". It was presented by the Association that the Board did not provide this day, the workshop day, although requested, and although this had been agreed to in the contract. The fact finder asked why this was not done and received a totally unsatisfactory answer from the representative of the Board, to the effect that the Board admitted without question that it had not done it, although it had agreed to do it. The fact finder was not given any satisfactory explanation as to why an issue which had been negotiated in good faith was simply ignored by the Board.

The fact finder does find that the Board actually ignored the Agreement in not providing for the "teacher work day" or "workshop day" as it had agreed to do.

RECOMMENDATION

The fact finder recommends that the school calendar be continued with one hundred eighty-three (183) instructional, or teacher work days, and that from this total two (2) days shall be designated "records days" with no students in attendance and that the Board of Education will designate one of the one hundred eighty-three (183) instructional days, not one of the records days, for a workshop day

for all teachers and instructional staff.

SALARY SCHEDULE

This is an extremely important issue as both the Board and the Association wish to have any amendment to the 1976-1977 schedule, if any, effective retroactively to September of 1976.

At the outset, the fact finder is confronted with some confusion, but discussion will probably clear this up. We have an issue relating to "extracurricular" schedule increases as well as regular teaching duties. An examination of the contract itself, namely Article VII, Section 9, refers to Non-Academic Duties. This section states that each secondary teacher shall be required to perform a maximum of three (3) such duties and then follows in Section 5 of Article XI a salary schedule for extracurricular activities.

The Board, in the evidence presented to the fact finder, takes the position that the financial predicament of the district precludes consideration of increasing the designated amounts for extracurricular positions. The Board states that employment in extracurricular activities is "voluntary" and in addition to regular full time teaching duties.

The fact finder raises the issue that there is some confusion here because the contract specifically states that certain extracurricular activities are not voluntary, but that each secondary teacher is required to perform three (3) such duties. (Article VII, Section 9).

This means to the fact finder that there are certain extra-

curricular activities which are voluntary and some which are not and the fact finder will treat them differently depending upon the category to which the extracurricular activity belongs; that is, is it voluntary or compulsory?

In approaching the salary schedule, and considering the proposal of the Board and the Association, the fact finder concludes that the only way to consider the problem is through a very direct approach. The evidence presented indicates a declining student body; we must judicially take notice of the fact that inflation has brought increased operating costs, even though the essential services may remain the same; it might even be mentioned that essential services may be decreased, while costs remain the same due to inflation. The cost of delivering educational services has not escaped the effects of inflation. Naturally, the aforementioned declining enrollment and possibly resulting decrease in state aid does not enhance this situation, but only makes it more of a burden.

The Board indicates that any increase in teacher salaries beyond those suggested by the Board will result in further reduction of the Fund Equity of the District; it points out that any increases "in addition to the increments already granted, would result in over-spending the teacher salary categories by the amount of the increase." The evidence concerning the depletion of the Fund Equity and the financial situation of the District, as presented by the Board, is

quite convincing and alarming. However, this alone cannot control the fact of life that, while there are problems which are caused directly by a lack of money, the people who are rendering the services must also be given consideration, unless the services are discontinued or reduced.

In the opinion of this fact finder, the burden involved in such matters must rest squarely on the shoulders of the people, the voters of North Dearborn Heights. The Board is elected by them and serves at their will. The Board is not in a position to dictate to the voters what they must do. It can suggest the problems which face the population, it can suggest means of settling them, it can suggest the detriments which will flow if their advice is not heeded, but the people are not to be dictated to by the elected officials.

If the people of North Dearborn Heights decide that they are going to continue the education of their children with less capable teachers or a lesser number of teachers (thereby increasing the burden on even a capable teacher), or do away with extracurricular activities or whatever may please them, as opposed to accepting a greater financial burden through increased millage, it is their choice.

However, the fact that voters do not react as one might wish, or as one might think more advisable for the benefit of their children, does not warrant what might appear to be a careless or overdemanding approach on the other side of the ledger. Demands made by those

rendering services, which demands are totally in excess of what is reasonable under the financial burden, which the school must shoulder, are not to be granted. The fact finder must comment that he finds that the demands by the Association of increases, in some cases reaching as high as 13%, are not reasonable in the light of the financial plight facing North Dearborn Heights. On the other hand, the offer by the Board is below that which would allow the people delivering the educational services to maintain their present position, in the face of the increasing and rising tide of inflation. Perhaps as time passes, this tide will recede, but presently the teachers involved are faced with the problem of increasing costs for food, shelter and clothing; they must have these basics if they are to serve the needs of the people of North Dearborn Heights in a reasonable manner.

The fact finder finds that in view of the declining enrollment and the decrease in state aid, the Board may very well have to lay off teachers in order to maintain a non-deficit position. If that is the case, then it will have to be done. It does seem to the fact finder that, in view of the fact that some teachers may have to be laid off, a lesser number will be affected if the findings of the fact finder are accepted, than if the rather high demands of the Association should be met. The fact finder is of the opinion that the recommendations being made herein will keep the layoffs at a minimum and also will recognize

that those teachers remaining will have the means of meeting the inflated cost of living which faces them today, which in turn will enable them to do a proper and reasonable job for the children of North Dearborn Heights.

The situation facing North Dearborn Heights is not unique to that city. It is in the position of having to make a decision concerning the delivery of educational services which decision will be affected either by a decrease in the number of teachers, a decrease in services, or a vote to increase the millage and maintain services as the people may want them to be maintained.

The fact finder reiterates that this is a choice to be made by the voters and not by the Board or the Association. The fact finder underlines his belief that the Board is not vested with any power to dictate to the voters nor does the Association of Professional Teachers enjoy a vested interest in jobs, if the voters determine to do away with those jobs.

The fact finder does find from the evidence presented by the Board, which evidence is not controverted by the Association, that the School District of North Dearborn Heights is unable financially to meet the demands made by the Association. It is pointed out that the Board stated positively, in response to questioning by the fact finder, that it was not entering this proceeding claiming or relying on any arguments with respect to comparables, but rather that it was basing its arguments precisely on its claimed inability to pay.

A study of the evidence makes it clear to the fact finder that this position has been sustained. The fact finder has difficulty understanding how the Association could not have been aware of the financial plight of the school district and it is for that reason that the fact finder is surprised at the high demands made by the Association. It seems logical that such demands can only lead to a loss of jobs for members of the Association if, indeed, such demands are met.

However, the fact finder is not easy with the recommendations submitted by the Board, either. These recommendations are too low in the light of the inflationary conditions of the day.

Therefore, the fact finder, after careful computation and a study of all of the evidence presented, recommends that neither the Board's offer nor the offer of the Association, with respect to B.A. and M.A. salaries be accepted, except that the additional step which has been added be accepted and that the schedule be amended to include the additional step on both the M.A. scale and the B.A. scale, and, further, that the step on the B.A. scale and the M.A. scale begin with the proposal of the Board, namely step 0 on the B.A. scale shall start at \$10,479.00 and step 0 on the M.A. scale shall start at \$11,715.00. After this is done, the fact finder recommends that the following percentage of increase be applied to the schedule:

B.A. Schedule: steps 1 and 2, a 6% increase,
steps 3 through 11, a 6.5% increase.

M.A. Schedule: steps 1 and 2, a 7.2% increase,
steps 3 through 10, a 7.8% increase, and step
11, a 7% increase.

With respect to the B.A. schedule, this will represent an increase of in excess of \$2,000.00 over that submitted by the Board, and a decrease in the sum of approximately \$6,500.00 with respect to the proposition submitted by the Association; however, the fact finder, after careful research, believes that this increase is in keeping with providing funds with which to meet the higher cost of necessities brought on by inflation.

With respect to the M.A. schedule, it will mean an increase of some \$4,000.00 over the Board's proposal and approximately \$6,000.00 less than the proposal submitted by the Association.

In considering the M.A./M.A. spec salary schedule, the fact finder recommends that the eleventh step in that schedule be as recommended by the final offer of the Board, namedly \$22,301.00. Further, the fact finder recommends that as in the B.A. schedule and M.A. schedule, the the schedule of salaries for the M.A./M.A. spec commence at zero with the salary being that salary which was set as the initial step for the 1976-1977 salary schedule under the present Agreement, and that the steps be adjusted to reflect the eleventh step, as set forth above, and that an across-the-board increase of 6.23% be computed on each step.

The fact finder recommends that the percentage increases set forth in the recommendation be paid retroactively commencing September,

1976, but that no interest be allowed on the sums owing. The fact finder also recommends that the back payment, consisting of the increments which have been recommended, be paid forthwith.

The fact finder must comment upon the fact that a thorough review of the notes and documents submitted to him fail to provide any schedule of the M.A./M.A. spec salary schedule except for the schedule contained in Exhibit 1 of the Association, which does not purport to be the present schedule, but rather purports to be the proposal made by the Association. The fact finder, as expressed above, feels that the demands and proposal of the Association, with respect to increases, have been exceedingly high when we consider the financial plight of the school district and, therefore, the fact finder recommends that the proposed increase be applied, as stated, in this category, to the 1975-1976 schedule with the zero step of the 1976-1977 schedule being the same as the zero step of the 1975-1976 schedule and then the 1976-1977 schedule being adjusted so that step 1 is the same as step 2 of the 1975-1976 and continuing in that manner throughout the schedule to the eleventh step which, as stated, will be the Board suggested figure of \$22,301.00. It is to those figures that the proposed and recommended increase of 6.38% shall be applied retroactively to September 1976.

There remains to be considered the question of the possible increase re extracurricular activities. It is the recommendation of the fact finder that any extracurricular activity which is a requirement

under the present Agreement shall be compensated at the 1975-1976 schedule plus an increase of 6.38%. It is the further recommendation of the fact finder that those extracurricular activities which are purely voluntary shall be compensated at the present basis as set forth in the Agreement as it now stands.

In conclusion, the fact finder wishes to state that he recognizes and wants it to be very clearly understood by the parties that he is completely aware that there will have to be cutbacks or other adjustments or a millage increase in order to meet this recommendation without risking a deficit position and thereby a loss of further state aid.

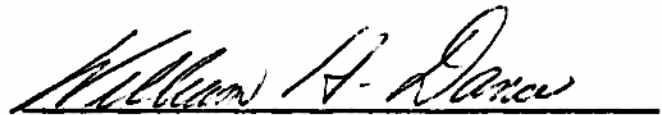
The fact that those positions which are totally voluntary are not to be given increases places a further burden on the voters, because the teachers may not choose to volunteer, thereby resulting in a cutback in activities and services. The fact finder has neither the desire nor the power to dictate increases or decreases, but only to ascertain facts and make recommendations. This he has tried to do.

In conclusion, the fact finder thanks the representatives of the parties for their thorough and skillful presentation of the issues, their orderly introduction of evidence with minimal objections and particularly the courtesy they showed in responding to questions by the fact finder.

Both Mr. Naubert for the Association and Mr. Johnson for the Board competently represented their clients and advocated their positions--all of which was a help to the fact finder.

The total elimination, reduction and successful delivery of educational services in the School District of North Dearborn Heights are matters with which the voters must concern themselves, they are problems which a fact finder can underline, but cannot solve.

A summary of the fact finder's recommendations is attached.

A handwritten signature in cursive script, reading "William H. Dance", is written over a horizontal line.

WILLIAM H. DANCE
Fact Finder

Dated: June 29, 1977

SUMMARY OF RECOMMENDATIONS

SEVERANCE PAY

Recommendation: Present provision as set forth in Article VIII, Section 2(A), be continued as is.

DENTAL INSURANCE

No recommendation as issue is moot.

CALENDARS

Recommendation: Continue with 183 instructional days as under present Agreement; two days to be designated as record days; one additional day to be designated as a workshop day for all teachers and instructional staff.

SALARY SCHEDULES

Recommendation: B.A.

1. Add 11th step as per schedule submitted by Board and attached hereto.
2. Steps 1 and 2 - increase 6%
3. Steps 3 through 11 - increase 6.5%

M.A.

1. Add 11th step as per schedule submitted by Board and attached hereto.

2. Steps 1 and 2 - increase 7.2%
3. Steps 3 through 10 - increase 7.8%
4. Step 11 - increase 7.0%

M.A./M.A. Spec.

1. Add 11th step - adopt Board suggestion of \$22,301.00 as 11th step.
2. Steps 1 through 11 - increase 1975-1976 amount by 6.38% across the board.

Extra-Curricular

1. Required - increase present amounts by 6.38%
2. Voluntary - No increase

M.A. SCALE
BOARD SALARY PROPOSAL
1976 - 77

STEP 1975-76	SALARY 1975-76	STEP 1976-77	BOARD SALARY PROPOSAL 1976-77	DOLLAR GAIN	PERCENT GAIN
		0	\$11,715	NEW TEACHERS ONLY	
0	\$11,715	1	12,320	\$605	5.16%
1	12,320	2	12,923	603	4.89
2	12,923	3	13,678	755	5.84
3	13,678	4	14,433	755	5.52
4	14,433	5	15,189	756	5.24
5	15,189	6	15,944	755	4.97
6	15,944	7	17,000	1,056	6.62
7	17,000	8	18,057	1,057	6.22
8	18,057	9	19,114	1,057	5.85
9	19,114	10	20,171	1,057	5.53
10	20,171	11	21,231 *	1,060	5.26

Note: Starting with Step 14, a teacher is entitled to an additional longevity increment of \$300 every three years. (See Article XI, Section 2B.) During the 1976-77 school year six (6) teachers received the \$300 longevity increment. Thus, only thirty (30) teachers out of 101 in the unit received no salary increase this year.

* Payable on July 1, 1977.

B.A. SCALE
BOARD SALARY PROPOSAL
1976 - 77

STEP 1975-76	SALARY 1975-76	STEP 1976-77	BOARD SALARY PROPOSAL 1976-77	DOLLAR GAIN	PERCENT GAIN
		0	\$10,479	NEW TEACHERS ONLY	
0	\$10,479	1	10,930	\$451	4.30%
1	10,930	2	11,384	454	4.15
2	11,384	3	12,018	634	5.57
3	12,018	4	12,653	635	5.28
4	12,653	5	13,286	633	5.00
5	13,286	6	13,920	634	4.77
6	13,920	7	14,675	755	5.42
7	14,675	8	15,429	754	5.14
8	15,429	9	16,186	757	4.91
9	16,186	10	16,940	754	4.66
10	16,940	11	17,690 *	750	4.43

Note: Starting with Step 14, a teacher is entitled to an additional longevity increment of \$300 every three years. (See Article XI, Section 2B.) During the 1976 - 77 school year six (6) teachers received the \$300 longevity increment. Thus, only thirty (30) teachers out of 101 in the unit received no salary increase this year.

* Payable on July 1, 1977.