

1512

September 16, 1982
3:25 p.m.

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FACT FINDER'S REPORT

Pursuant to a petition filed by the Novi Community School District dated September 10, 1982, I was appointed by the Michigan Employment Relations Commission to conduct fact finding between the District and the Novi Education Association, the Secretarial Association of Novi/MESPA, and the Cafeteria Employees Association/MESPA.

The parties were convened on September 13, 1982 to determine the issues and schedule further sessions. On September 14, 1982, the session commenced at 1:00 p.m. at which point it was suggested that the fact finder attempt to mediate between and among the parties. A long and earnest session lasted until 3:30 a.m. but did not resolve all the issues.

The next day the parties were ordered to appear in Oakland County Circuit Court at 2:00 p.m. before Judge Mester to respond to a suit filed by parents seeking certain relief. I had ordered the parties to have their negotiating teams present and, at the direction of Judge Mester and with his general supervision and assistance continued the fact finding in his chambers.

The parties were able to resolve a number of issues so that when fact finding resumed the only issues remaining dealt with the concerns of the teachers since the food service employees and the secretaries agreed on their remaining issues.

The issues which remained were ably presented by each side through a series of exhibits and proposed language. They will be considered in order.

Novi Community School District

[Signature]

I. Financial package and insurance.

A. The Association's salary demand was for a split award as follows:

1982-83

4 1/2% improvement 1st semester

4 1/2% improvement 2nd semester

1983-84

5% improvement 1st semester

5% improvement 2nd semester

The Board's salary proposal was for a 5 1/2% improvement in 1982-83 and 5 1/2% improvement in 1983-84.

No specific demand was made by either party for a third year although there was serious discussion during the mediation phase of the fact finding. After due consideration to all of the discussions, it is my opinion that consideration of a third year, at this time, would not be appropriate.

RECOMMENDATION

On the basis of all the testimony and exhibits, I recommend that the parties enter into a two year agreement providing for a 6% salary improvement in 1982-83 and a 6% salary improvement in 1983-84.

The fact finder is aware of the comparables in other Districts which have settled. It is also clear that in addition to this salary adjustment, most of the teachers in this bargaining unit will receive a step increase in each year. Thus, the teachers will receive a substantial dollar increase over the term of this contract.

B. Insurance

The Board asserted that its fringe benefit package was a good one and compared well with other districts in Oakland County. Their analysis was challenged by the Association which produced exhibits showing details of fringe benefits offered by a number of these districts. The Board

Exhibit 18 demonstrated the dental insurance and optical insurance were areas which did not compare too well with other districts. The Association asked for the designation of Messa for Vision I.

RECOMMENDATION

Modify the dental insurance in 1982-83 to:

Delta Dental 85/50/50 - \$1,000 maximum

and in 1983-84 to

Delta Dental 80/80/80 - \$1,300 maximum

Vision insurance to be modified in 1983-84 to the equivalent of Messa Intermediate Vision as this benefit is currently described for Messa Intermediate Vision.

- C. Shared time teaching is at the option of the District. The District objects to providing shared time teachers with fringe benefits unless a pro rata portion is borne by these teachers. No teachers have exercised this option. The issue is a relatively new one and does not appear to be ripe for inclusion in this contract.

RECOMMENDATION

Do not include language in the contract regarding fringe benefits for shared time teachers.

D. Mainstreaming

Providing the least restrictive environment for handicapped students has created problems for classroom teachers. The Association has proposed that building staff allocations be computed by counting each special education student as two students. The Association exhibit (#28) did not clearly demonstrate a trend to move in this direction. However, the Association also suggested language requiring that "mainstreamed" students be equally balanced between sections and teachers.

RECOMMENDATION

The parties should follow the lead of the West Bloomfield School District and establish a committee to study the needs of classroom teachers and mainstreamed students. It may well be that each school building should create a committee or that it be done at the primary, intermediate, and high school levels.

E. Calendar

The parties agree on the number of teacher days and student days and are directed to resolve the problem between themselves.

In closing, I wish to express my gratitude to all the parties who took part in this arduous negotiation and fact finding and my special thanks to Judge Mester for his assistance and concern for the welfare of the children and the parties.

Respectfully,


Richard Strichartz