

STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

ONSTED BOARD OF EDUCATION

-and-

No. L77 G574

ONSTED EDUCATION ASSOCIATION

FACT FINDING REPORT

By: JULIAN ABELE COOK, JR.
Fact Finder
140 South Saginaw, Suite 777
Pontiac, Michigan 48058
Phone: 313-338-6458

Onsted Board of Education

In March, 1977, the Onsted Education Association (Association) and the Onsted Board of Education (Board), pursuant to Article XXIII, Section D, of the Collective Bargaining Agreement (Between March 1st and March 15th, the parties shall initiate negotiation for the purpose of entering into a successor agreement), set a series of negotiations in motion which began in May, 1977, and concluded in September, 1977 when the efforts of a State Mediator failed to resolve the impasse that had developed, and continues to exist, between the two parties.

An Application for Fact Finding (prepared, and later submitted to the Michigan Employment Relations Commission by the Association) sought a hearing on the following issues:

- (1) Certified Teachers' Salary Increase
- (2) Insurance
- (3) Leave Time
 - (a) Preparation
 - (b) Funeral
 - (c) Personal Business
 - (d) Accumulated Leave
- (4) Extra Teaching Assignments
 - (a) Class Advisors
 - (b) Annual Advisors
 - (c) Summer Teaching
 - (d) Adult Education
 - (e) Intramural Basketball
- (5) Advanced Degrees
- (6) Continuity of Operations
- (7) Duration of Agreement
- (8) Service Charges

The Onsted School District (District), located in a rural - residential section of southern Michigan, is an eighty square mile area. During the 1976-1977 school year, the District employed 80.6 teachers (full time equivalency) to instruct it's 1718 students, thereby creating a 1 (teacher) to 21 (student) ratio. According to the information that has been supplied by the Board, the State Equalized Valuation of it's property is \$48,224,836.00.

Each party to this controversy has presented strong arguments in support of their respective positions by means of an excellent compilation of information and comparative data.

I. TEACHER SALARIES

A. Present Contract Language

<u>STEP</u>	<u>NON DEGREE NON CERTIFIED</u>	<u>B.A. DEGREE</u>	<u>M.A. DEGREE</u>
0		\$ 9,425	\$10,025
1		9,775	10,455
2		10,125	10,885
3		10,475	11,315
4		10,825	11,745
5	6,375	11,175	12,175
6		11,525	12,605
7		11,875	13,035
8		12,225	13,465
9		12,575	13,895
10		12,925	14,325
15		13,800	15,200
20		14,300	15,700

The Board will pay 5% teacher retirement

B. Position of the Association

The Association seeks the application of the following percentages for teacher salaries during the 1977-1978 school year:

6%	Steps 0-2
7%	Steps 3-9
8%	Steps 10, 15 and 20

In addition, the Association seeks a uniform 6% salary increase for the 1978-1979 school year which will be applied to all steps.

C. Position of the Board

The Board agrees that the teachers are entitled to a pay increase; however, it submits that both B.A. and M.A. teachers should receive a base increase of \$550.00, and a maximum increase of \$910.00 during the 1977-1978 school year.

In the 1978-1979 school year, the Board offers a base increase of \$600.00, with a \$640.00 maximum

D. Evaluation

In support of it's various demands, the Association has initially submitted a series of Salary School studies which reflect the salary schedules (minimum and maximum) of the B.A. and M.A. teachers in Lenawee County (1971-1977 school years).

The Tables, which are listed hereinbelow, have been extracted from certain data which compares the District with it's Lenawee County counterparts (Note: The figures in each column contain the relative rankings of the teachers within the District; e.g., "9/12" indicates that the teachers within the District possess a salary which ranks ninth among the twelve school districts in Lenawee County.)

<u>YEAR</u>	<u>B.A. Min.</u>	<u>B.A. Max</u>	<u>M.A. Min</u>	<u>M.A. Max</u>
1971-72	9/12	8/12	8/12	5/12
1972-73	11/12	9/12	9/12	6/12
1973-74	7/12	6/12	12/12	5/12
1974-75	10/12	10/12	11/12	10/12
1975-76	10/12	9/12	11/12	11/12
1976-77	7/12	10/12	10/12	10/12

In the 1977-1978 salary comparisons, only eight other school districts figures were made available - the other four school districts (including Onsted) had not resolved their respective contract disputes at the time of this Hearing. However, in utilizing the available information, the following comparisons (based upon the eight school districts plus the two proposals from the Association and the Board equal a total of ten) appear in the 1977-1978 school year:

<u>Proposed By</u>	<u>B.A. Min.</u>	<u>B.A. Max</u>	<u>M.A. Min</u>	<u>M.A. Max</u>
Association	6/10	9/10	8/10	7/10
Board	7/10	10/10	9/10	9/10

The Association, then, submitted a scheduled which purportedly reflected the "Percentage and Dollar Increase over Prior Year Without Increment - Ranked by Salary Amount Including Onsted." This Table shows the following comparisons between the Association and the Board proposals, and the balance of the "settled" school districts within Lenawee County:

<u>Proposed by</u>	<u>B.A. Min</u>	<u>Ranking</u>	<u>B.A. Max</u>	<u>Ranking</u>
Association	\$9991 (6%) 566	6/10	\$13,959 (8%) 1034	6/10
Board	\$9975 (5.8%) 550	7/10	\$13,835 (7%) 910	9/10

<u>Proposed By</u>	<u>H.A. Min</u>	<u>Ranking</u>	<u>H.A. Max</u>	<u>Ranking</u>
Association	\$10,627 (6%) 602	9/10	\$15,471 (8%) 1034	7/10
Board	\$10,575 (5.5%) 550	10/10	\$15,235 (6.4%) 910	9/10

In addition, the Association has provided this Fact Finder with a set of statistics which ostensibly summarizes the B.A. and the H.A. salaries within the District, with a "value added" percentage plus the increment for the 1977-1978 school year over the 1976-1977 school year. These figures indicate that the Association's proposal for raises during the 1977-1978 school year would represent an overall increase of 10.4% for B.A. teachers (at all steps), and 10.8% for all H.A. teachers (at all steps) over the preceding school year. It should be noted that the Board, in utilizing the same data, and in making the same comparisons, concluded that the Association's proposal for raises over the same period of time (to wit, 1977-1978) would represent an increase of 10.7% for B.A. teachers (at all steps) and 11% for H.A. teachers (at all steps).

The Board, in it's proposal, submits that the 1977-1978 budget will cause a deficit spending in the sum of \$123,585.00. Further, the Board argues that, even though their own proposal for the 1977-1978

teacher salaries would cost \$90,573.00 more than the salaries that were allocated for the 1976-1977 school year. the Association's proposal (for the same school year) would cost even more - a total of \$119,140.00, representing \$28,567.00 more than the Board's proposal.

The Board's proposal (according to it's own analysis) for the 1977-1978 school year salaries. would represent an overall increase of 9.7% for B.A. teachers (at all steps) and 9.4% for M.A. teachers (at all steps). It should be pointed out that the Association, in utilizing the same figures, and in making the same comparisons, concluded that the Board's proposal for raises over the same period (to wit, 1977-1978) would represent an increase of 9.3% for B.A. teachers (at all steps) and 9.2% for M.A. teachers (at all steps).

In the utilization of the statistics which the parties used to compare the respective pay raise increases for the 1977-1978 school year, the Association based it's overall average pay increases on Steps 0-10, whereas the Board based it's overall average pay increases on Steps 0-20.

The Board claims that it's teacher salary proposals are far more reasonable than those of the Association, contending that the Association's minimum salary proposals for each B.A. and M.A. teacher exceed the Board's minimum salary proposals by \$37.00 and \$216.00, respectively. In support thereof, the Board has submitted a Table which compares it's 1977-1978 offer with four other School Districts (two of which did not have settled contracts at the time of the preparation of the statistical data; however, the figures from those school districts represent their respective Board's then-latest offers) which are ostensibly similar in student population and physical characteristics. Those school districts which form the basis for comparison, are as

follows: Hudson, Sand Creek, Addison and Morenci.

According to the Tables, the Osted 1977-1978 salaries are ranked as follows:

<u>Teacher Level</u>	<u>Start</u>	<u>Tenth Step</u>	<u>Top</u>
B.A.	9,975 (2/5)	13,835 (4/5)	15,300 (2/5) *
M.A.	10,575 (3/5)	15,235 (3/5)	16,700 (1/5) *

* Based on twenty years of service

The issue of salary increases (if any) is reduced to the "age old" problem of the amount (if any) of the teachers' increase in pay versus the District's ability to pay.

An interesting, and quite revealing, compilation of data originates from the U. S. Department of Labor's Bureau of Labor Statistics.

The first table reflects the Consumer Price Index throughout the entire U. S. for the months of August 1974-1977:

<u>Month/Year</u>	<u>Percent</u>	<u>% Change from 1 Year Ago</u>
August, 1974	149.9	11%
August, 1975	162.8	8.6%
August, 1976	171.9	5.6%
August, 1977	183.3	6.6%

The second table is a Consumer Price Comparative Index review for January - September, 1977:

1977

Consumer Price Index Review

Detroit and United States City Average
(1967 equals 100.00)

	<u>DETROIT</u>		<u>U.S.</u>	
	<u>Index</u>	<u>% Change from 1 year ago</u>	<u>Index</u>	<u>% Change from 1 year ago</u>
January, 1977	173.8	4.9%	175.3	5.2%
February	175.1	5.6%	177.1	6.0%

March	176.8	6.8%	178.2	6.4%
April	179.0	7.6%	179.6	6.8%
May	179.3	7.2%	180.6	6.7%
June	181.0	7.7%	181.8	6.9%
July	182.5	7.9%	182.6	6.7%
August	182.6	7.6%	183.3	6.6%
Sept.	182.8	6.7%	184.0	6.6%

After examining these figures, we find that the "bottom line" (relating to the cost of the Association's salary proposal for the 1977-1978 school year, as contrasted with the cost of the Board's salary proposal for the same period of time) indicates that the Association's demands are higher than those of the Board - hardly a startling bit of information! The Association's figures indicate that the difference between their proposals and those of the Board amount to \$10,010.00. However, the calculations of the Board show the difference between the two proposals to be \$28,567.00.

Notwithstanding the variance in the computation, two things appear to be quite evident; namely (1) both of the parties recognize that the teachers are entitled to an increase in pay, and (2) it is only the degree of the pay increase which separates the Association and the Board on this issue.

In an effort to determine the amount of money that the teachers should receive in the form of salary increases, each and every chart, table, statistic and other form of admissible evidence (most of which have neither been reproduced, in whole or in part, nor summarized) has been thoroughly examined.

Accordingly, it is the opinion of this Fact Finder that the 1977-1978 and the 1978-1979 school year salary schedules should be increased

at the rate of six percent (6%) at all steps. This means, in effect, that the Association's proposal of a graduated salary increase (6%-8%) during the 1977-1978 school year is rejected.

Thus, the schedule of salaries, in accordance with the 6% increase should read as follows:

<u>Steps</u>	<u>B.A.</u>	<u>1977-1978</u>	<u>1978-1979</u>
0		\$ 9,991.00	\$10,590.00
1		10,362.00	10,984.00
2		10,733.00	11,377.00
3		11,104.00	11,770.00
4		11,475.00	12,164.00
5		11,846.00	12,557.00
6		12,217.00	12,950.00
7		12,588.00	13,343.00
8		12,959.00	13,737.00
9		13,330.00	14,130.00
10		13,701.00	14,523.00
15		14,628.00	15,506.00
20		15,158.00	16,067.00

<u>Steps</u>	<u>H.A.</u>	<u>1977-1978</u>	<u>1978-1979</u>
0		\$10,627.00	\$11,265.00
1		11,082.00	11,747.00
2		11,538.00	12,230.00
3		11,994.00	12,714.00
4		12,450.00	13,197.00
5		12,906.00	13,680.00
6		13,361.00	14,163.00

7	\$13,817.00	\$14,646.00
8	14,273.00	15,129.00
9	14,729.00	15,613.00
10	15,185.00	16,096.00
15	16,112.00	17,079.00
20	16,642.00	17,641.00

Parenthetically, it should be noted that, in the event of (a) an arithmetical error in the above schedule of proposed salaries, the recommended 6% "across the board" increase should prevail, and (b) a conflict between a settlement (which may have been achieved prior, or subsequent, to the Fact Finding Hearing) and the above listed set of figures, the parties' settlement should prevail.

II. HEALTH INSURANCE

A. Present Contract Language

The Board will pay \$55.00 maximum towards health insurance, Blue Cross-Blue Shield or MESSA insurance for full family, per teacher, per year. Double coverage will not be allowed.

B. Position of the Association

The Association seeks the inclusion of the following language in the Contract covering the 1977-1979 school years:

(1) 1977-1978

"The Board shall provide without cost to the employee, MESSA's Super Med or Blue Cross-Blue Shield protection for a full twelve month period for the employee's entire family."

(2) 1978-1979

"Employees not wishing health insurance subsidy through the school may apply \$35.00 toward any of the MESSA options. If a husband and wife are members of the same bargaining unit, one will be eligible for full family (A) and the other the option (C)."

The Association argues that, inasmuch as the NESSA rates change on the first of July each year and by capping the full family rates in September (as suggested by the Board), the teachers would be required to pay premium increases during the two month interval.

C. Position of the Board

The Board submits that the 1977-1978 school year should contain provisions which provide full family super medical coverage with NESSA or Blue Cross-Blue Shield, with the rates capped at the NESSA full family super medical level, effective in September of each Contract year.

Regarding the 1978-1979 school year, the Board submits that the 1977-1978 provisions should be carried over plus the right of the Board to bid out the succeeding Contract years, beginning with the 1980-1981 year.

As indicated above, the Board is not opposed to providing it's teacher corps with health insurance; however, it stands in opposition to the payment of \$35.00 per month toward NESSA options (i.e., life; short term disability; long term disability; dependent life; survivor income).

D. Evaluation

As a nation, we have become increasingly aware of the need for obtaining, and maintaining, health care insurance. Concomitantly, we are also aware - rather painfully so - of the spiraling costs of health care. As a consequence, the inclusion of health care becomes less of a luxury, and more of a necessity, with the passage of time.

Both parties, in their respective proposals, acknowledge the need to provide the Association membership with ample health coverage.

The Association believes, and has proposed, that any of it's members should have the right to "reject" the health insurance plan, and, as an alternative, pay the sum of \$35.00 toward any of the remaining NESSA options. This would allow married couples, both of whom are within the same bargaining unit, to have the full family insurance coverage in addition to an option to select other NESSA insurance plans. This, in practical terms, means that the Board (under the Association's proposal) would be required to expend additional sums of money (\$5,040.00, according to the Board's calculations) - monies which it would not be required to do if the "option" clause is not included within the Contract.

It is the belief of this Fact Finder that the coverage without the option is sufficient. This provisions (i.e.,

option) if adopted, would provide a degree of inequality within the Association membership whereby one member (either single or married to a non-association member) would be limited in his (or her) ability to acquire insurance coverage in excess of the present full family super medical coverage, to which both parties have agreed.

Conversely, the member, whose spouse is an Association member, would have the right to obtain insurance coverage to a greater degree and at a lower rate, than his (or her) unmarried counterpart. Finally, notwithstanding evidence which indicates that one-half of the Associations within the Lenawee County area carry an "option" clause (in a variety of forms) within its health insurance contract, it is the belief of this Fact Finder that the District's monies could be, and should be, distributed in another manner which can be equally as meaningful and beneficial to the Association members.

Accordingly, the Association's 1978-1979 proposal regarding the payment of \$35.00 by a bargaining unit member "towards options in lieu of insurance" should be rejected.

In addition, the Board has made two proposals. The first proposal would establish a MESSA full family super medical rate, as of September of each Contract year. As indicated above, the Association has asserted that the Board's proposal (if adopted) would require the bargaining unit members to pay the difference in premiums between July 1st (when the MESSA rates change) and the following September when the District initially picks up the MESSA premium. Inasmuch as there is no evidence to counter the Association's argument, and on the basis that the Association's position appears to be fair and justifiable, it is the recommendation of this Fact Finder that the Board assume and pay the MESSA full family super medical insurance for all certified teachers, effective July 1st of each year of the Contract.

The second Board proposal seeks to give it the right to bid out insurance, beginning with the 1980-1981 school year. The Board contends that it expends approximately \$50,000.00 in insurance benefits, and that the practice of placing the employee insurance out for bids "is just good business practice."

The Association argues that "(b)y having MESSA as one of the health insurance carrier choices named in the Contract insures: (1) a level of coverage that will not be reduced, (2) fair, if not liberal interpretations of claims, (3) a program that reflects the needs of teachers, (4) administrative rules (apart from contract and policy) that favor claimants, (5) that dividends are put back into the programs to either stabilize premiums or improved benefits,

(6) teacher representatives on the Board of Directors, (7) field representatives who not only assist with claims and explaining programs, but also help in bargaining preparation, and (8) convenient service assistance by calling a toll free number in East Lansing."

The Association, through one of it's exhibits, points out that none of the Lenawee County or Jackson County School Districts have clauses which give the right of the Board to bid on the insurance carrier; however, the Deerfield and Hudson School Districts (both in Lenawee County), have contracts that permit the Board to select the carrier, "but the intent is to keep MESSA SM2 for the life of the Contract."

This Fact Finder believes that it is good business acumen for a business entity (such as the School District) to seek a health insurance policy for the lowest possible price. This, it would seem, is it's responsibility to the School District community. On the other hand, the School District has a responsibility to it's employees - in this case, the teachers. Their interests and protection (as provided by health insurance) cannot be reduced only on the basis of a low dollar bid.

Therefore, it is the recommendation of this Fact Finder that the Board's proposal of it's acquisition of the right to bid out insurance (beginning in the 1980-1981 school year) should be adopted, with the following provision - that the specifications of the lowest bidder must bear the minimum specifications of MESSA SM2 at the time of the acceptance of the bid.

III. LEAVE TIME

A. Preparation

(1) Present Contract Language

The normal teaching assignments in the Junior - Senior High School shall be scheduled class periods and one unassigned preparation period of not less than 40 minutes in length.

The preparation period shall be used for class preparation, correcting papers, assisting pupils, parent conferences and is not to be considered free time for personal or Association business. Teachers may be assigned other supervisory duties during the regularly scheduled day not to include the scheduled teacher's lunch period and/or the unassigned preparation period. If more than one-half of a class period is omitted to allow for special programs presented for

the student body, a make-up day will be scheduled as soon as possible by the Principal.

(2) Position of the Association

The Association seeks the adoption of the following language, or it's equivalent, into the Contract:

"On the two days during a week when a fourth, fifth or sixth grade does not have a special class (P.E., music, art), the class shall have a total of 15 minutes in the morning and 15 minutes in the afternoon with non-teacher supervision. The teacher shall use this time for preparation."

The Association argues further that "the 15 teachers in the fourth, fifth and sixth grades are the only teachers out of staff of 80.5 without release time for preparation every day."

(3) Position of the Board

The Board favors the continuation of the present Contract language. In addition, the Board is opposed to "giving certain teachers and students in the elementary grades more time away from their classes."

The Board submits that "(1)f the proposal of the Association were honored, the intermediate grades would spend less time per week with children than the primary grades. . . . Also, the Board opposes guaranteed preparation time, because imposed budgetary limitations may force the cancellation of art, physical education, music, etc."

(4) Evaluation

Although one finds some difficulty in assuming that an otherwise unprepared teacher can fully and adequately prepare himself (or herself) within the time limits (as suggested by the Association), it is, nonetheless, the belief that the bargaining unit members would benefit from this release time which could, and should, be used for work preparation. We have carefully examined the contents of the clauses relating to "preparation time" which are found in the Collective Bargaining Agreements of the other School Districts within Lenawee County, and have reviewed the arguments by both parties. It should be noted that the Association's proposal (if adopted) would, according to the Board's analysis, impose a cost in the sum

of \$720.00 upon the School District. Accordingly, it is the recommendation that the Association's proposal of two - 15 minute preparation periods, at the rate of two days per week be accepted.

Finally, and in the absence of factors which would warrant the cancellation of the art, physical education and music classes, it is suggested that the Board's argument against "guaranteed preparation time" be rejected. Parenthetically, it is suggested that, should the District find itself in such a fiscal situation that the cancellation of special classes (as enumerated above), the Association should give very strong consideration to a unilateral suspension of it's "guaranteed preparation time" until such time as the economic situation substantially improves.

B. Funeral

(1) Present Contract Language

Leaves of absence with pay, chargeable against the teacher's sick leave allowance, shall be granted for the following reasons:

1. A maximum of five (5) days per school year for a critical illness in the immediate family. (spouse, parents, children or equivalent)
2. One day when emergency illness in the immediate family requires a teacher to make arrangements for necessary medical or nursing care.
3. The time necessary for the conduct of personal medical attention which cannot normally be handled outside school hours, such as medical and dental appointments which cannot be made at any other time.

(2) The Association proposes the addition of the following language to the present Contract:

"4. The time needed to attend a funeral other than the immediate family."

It is the Association's position that it's proposal would "grant time to attend a funeral of a relative or friend and have said time chargeable against sick leave."

(3) Position of the Board

The Board seeks the continuation of the current Contract language as noted above.

(4) Evaluation

The Board says that the Association's proposal "is a poor practice for teachers to leave their classes in the hands of substitutes." Although we agree with the Board's statement, it, per se, is not a convincing argument against the Association's proposal. However, this Fact Finder has difficulty in assessing (or crossing-over) a funeral day for a sick day, as suggested by the Association. We recognize that, in some instances, the demise of a relative (outside of the immediate family) or a friend may produce a greater emotional trauma than the death of a member of the immediate family. Yet, the inability of the Association to produce a reasonable, measurable standard which would enable the Board to prevent an abuse of the funeral leave for someone "other than the immediate family" prompts this Fact Finder to recommend that the Association's proposal be rejected, and the present Contract language be retained.

C. Personal Business

(1) Present Contract Language

At the beginning of every school year each teacher shall be credited with two days to be used for personal business. "Personal Business" is interpreted to be legal or business matters that cannot be conducted outside regular school hours.

Personal business days will be granted if requested by said teacher five (5) days in advance.

In cases of emergency the Principal may waive the advance request period.

Personal business days shall not be granted on the last work day prior to a school recess or the first day of work after a school recess.

(2) Position of the Association

The Association seeks the deletion of the first sentence of Paragraph 1, and the inclusion of the following language in it's place:

"At the beginning of every school year each teacher shall be credited with five days to be used for personal business."

(3) Position of the Board

The Board seeks the continuation of the current language in the Contract. The Board argues that "(f) or a teacher who only works 180 days, this (proposal by the Association) seems outrageous."

(4) Evaluation

The requested five days does seem to be excessive, especially when compared to the 180 day work period; however, this Fact Finder is aware that business matters, which (a) do not fall within any other leave category, and (b) cannot be conducted outside of the regular school hours, do occur - often without notice or predictability. However, this Fact Finder is also of the belief that the present two day personal business leave time allowance is insufficient.

Therefore, it is recommended that the current Contract language be modified so as to delete reference to "two days," and to insert the words "three days" in it's place.

Based upon the Board's Economic Analysis, this will cost the District an additional \$2,012.50 (for substitute teachers) if all teachers take the three personal business days off (as recommended herein).

D. Accumulated Leave

(1) Present Contract Language

A teacher who has ten (10) years of continuous service in the Onsted Community Schools shall be granted (10%) ten percent of his or her accumulative sick leave to be paid as a termination bonus. The rate will be based on membership days according to the calendar of the last year employed.

(2) Position of the Association

The Association urges the deletion of the present Contract language, and the insertion of the following terms:

"A teacher who has ten years of continuous service in the Onsted Community Schools shall be granted twenty (20) percent of his or her accumulative sick leave to be paid as a termination bonus."

The Association says that, since the 1975-1977 Contract reduced the accumulated sick leave time from 120 days to 67 days, "the percentage of pay for termination

bonus should be doubled." (Note: the accumulated sick pay time was reduced when the Long Term Disability Program went into effect.)

(3) Position of the Board

The Board seeks the retention of the current Contract language, as set forth above.

(4) Evaluation

Based upon the Board's Economic Analysis, the Association's proposal would result in an increase of \$36,988.00. However, inasmuch as the proposal limits the eligibility to those persons with ten years of continuous service, this figure appears to be inaccurate. A table (introduced by the Association) indicates that 15.5 teachers would satisfy this eligibility requirement (as contrasted with the 80.5 figure, upon which the \$36,988.00 amount was based).

Although the Association's proposal does not appear to be unreasonable, per se, the Board's financial condition must be given ample consideration, as well. Accordingly, it is suggested that a gradual increase be adopted; to wit, an increase from 10% to 15% for the 1977-1978 school year, and from 15% to 18% for the 1978-1979 school year. Moreover, it (accumulated sick leave) would serve as an inducement to those "ten year plus" teachers not to exhaust their sick time as he (or she) nears retirement or the termination of service with the District.

Accordingly, the adoption of the Association's proposal is recommended, as modified hereinabove.

IV. EXTRA TEACHING ASSIGNMENTS

A. Class Advisors

(1) Present Contract Language

Class Advisors

1. 7th Grade	\$114.00
2. 8th Grade	114.00
3. 9th Grade	114.00
4. 10th Grade	142.00
5. 11th Grade	199.00
6. 12th Grade	256.00
7. F.T.A. (1)	57.00
8. F.H.A.	227.00
9. Cheerleader Advisor (1)	227.00

10. Ass't Cheerleader Advisor	171.00
11. Band Service	455.00

C. The following activities shall be paid at the completion of the activity.

Senior Play (1)	171.00
Junior Play (1)	171.00
Safety Patrol (1)	51.00

(2) Position of the Association

The Association has submitted the following schedule of salaries in support of it's position:

Class Advisors	1977-78	1978-79
1. 7th Grade	\$135.00	\$150.00
2. 8th Grade	135.00	150.00
3. 9th Grade	210.00	225.00
4. 10th Grade	210.00	225.00
5. 11th Grade	310.00	325.00
6. 12th Grade	410.00	425.00
7. S.A.E.	60.00	75.00
8. F.H.A.	260.00	275.00
9. Cheerleader Advisor (1)	460.00	475.00
10. Jr. Hi. Cheerleader Advisor	260.00	275.00
11. Band Service	465.00	480.00

C. The following activities shall be paid at the completion of the activity

Senior Play (1)	185.00	200.00
Junior Play (1)	185.00	200.00
Safety Patrol (1)	55.00	70.00

(3) Position of the Board

The Board, in support of it's position, has submitted a schedule of salaries, as listed hereinbelow:

Class Advisors	1977-78	1978-79
1. 7th Grade	\$135.00	\$145.00
2. 8th Grade	135.00	145.00
3. 9th Grade	210.00	220.00
4. 10th Grade	210.00	220.00
5. 11th Grade	310.00	320.00
6. 12th Grade	410.00	420.00
7. S.A.E.	60.00	70.00
8. F.H.A.	260.00	270.00
9. Cheerleader Advisor (1)	460.00	470.00
10. Jr. Hi. Cheerleader Advisor	260.00	270.00
11. Band Service	465.00	475.00

C. The following activities shall be paid at the completion of the activity:

Senior Play (1)	185.00	195.00
Junior Play (1)	185.00	195.00
Safety Patrol (1)	55.00	65.00

(4) Evaluation

This Fact Finder, in comparing the respective positions of the parties herein, finds that they are in complete agreement as to the salary increases for the 1977-1978 school year; however, the only difference between the parties' positions regarding the 1978-1979 school year, is in the amount of the increase. The Association contends that a \$15.00 increase should be applied for the 1978-1979 school year, whereas the Board contends that a \$10.00 increase should be allocated for the same period of time.

Without having any factual basis upon which to make a determination as to the merit (or lack of merit) of the parties' respective position as to the 1978-1979 school year, this Fact Finder recommends the adoption of the Association's proposal which would provide a \$15.00 increase uniformly throughout the several teaching assignments, to which reference has been made hereinabove.

B. Annual Advisors

(1) Present Contract Language

If the annual is handled as a class, there will be no extra-curricular pay, but will be considered in the regular class load.

If the annual is strictly an extra-curricular activity, there shall be a payment of \$171.00 made at the completion of the annual work.

This cannot be considered as a High School overload class but must be scheduled as a regular class.

(2) Position of the Association

The Association offers the following language for consideration:

"If the annual is handled as a class, there will be no extra-curricular pay, but will be considered in the regular class load.

If the annual is strictly an extra-curricular activity, there shall be a payment of \$325.00 (1977-1978) and

\$350.00 (1978-1979) made at the completion of the annual work.

This cannot be considered as a high school overload class, but must be scheduled as a regular class.

(3) Position of the Board

The Board submits the following language in support of it's position:

If the annual is handled as a class, there will be no extra-curricular pay, but will be considered in the regular class load.

If the annual is strictly an extra-curricular activity, there shall be a payment of \$310.00 - \$320.00 made at the completion of the annual work.

This cannot be considered as a high school overload class but must be scheduled as a regular class.

(4) Evaluation

Both parties are in agreement that this position should merit an increase in compensation.

In attempting to evaluate the respective pay increase proposals, it is the belief of this Fact Finder that the Board's position - which provides the annual advisor with an increase of approximately \$140.00 - should be adopted.

C. Summer Teaching

(1) Present Contract Language

Teachers in all summer programs shall be regular full time staff members, unless no such staff members are able or willing to accept such summer teaching assignments, in which case temporary staff additions may be made.

- A. Teachers of academic subjects in summer school shall be paid at the rate of \$5.50 per hour.
- B. Driver Education teachers shall be paid at the rate of \$5.50 per hour.
- C. Title I Program teachers shall be paid at the rate of \$5.50 per hour.

- D. Band salary shall be paid at the rate of \$5.50 per hour.
- E. Vocational Agriculture salary shall be paid at \$5.50 per hour.

(2) Position of the Association

The Association submits that the hourly rate of pay shall be \$6.50 during the 1977-1978 school year, and \$7.00 during the 1978-1979 school year for (a) teachers of academic subjects, (b) Driver Education teachers, (c) Title I Program teachers, (d) Band teachers, and (e) Agricultural teachers.

(3) Position of the Board

The Board seeks the adoption of a pay raise from the present rate to \$6.15 during the 1977-1978 school year, and \$6.30 during the 1978-1979 school year.

(4) Evaluation

This Fact Finder recommends the payment of \$5.30 per hour during the 1977-1978 school year, and \$6.65 per hour during the 1978-1979 school year for all of those categories which have been listed under IV (C) (2) above. According to the Board's analysis, the acceptance of the Association's position would represent an increase of \$1,357.00 to its 1977-1978 budget.

This recommendation would represent a figure which is fifteen cents more per hour than that suggested by the Board, and twenty cents less than that suggested by the Association for the 1977-1978 school year. In addition, this Fact Finder's proposal would represent an hourly rate of thirty-five cents more than that suggested by the Board for the 1978-1979 school year, and thirty-five cents less than that suggested by the Association for the same period of time.

D. Adult Education

(1) Present Contract Language

Teachers of Adult Education classes shall receive \$5.50 per hour. The Association shall be notified prior to the employment of non-certified staff members and informed as to duties and credentials of such staff additions. No such staff additions shall be made unless there is no full time staff member able and willing to accept the Adult Education assignment.

(2) Position of the Association

The position of the Association regarding the Adult Education teachers for the 1977-1979 school years is the same as set forth above in IV (C) (2).

(3) Position of the Board

The position of the Board on the issue of Adult Education teachers' compensation is the same, as outlined in IV (C) (3) above.

(4) Evaluation

The recommendation for the Adult Education teachers is the same as reflected in IV (C) (4).

E. Intramural Basketball

Both parties are in agreement that the intramural basketball instructors (boys and girls) shall be \$110.00 for the 1977-1978 school year, and \$120.00 for the 1978-1979 school year.

Therefore, no recommendation will be submitted.

V. ADVANCED DEGREES

A. Present Contract Language

The Board of Education agrees to pay all teachers who have been in the system two years a special gratuity of twenty dollars (\$20) per semester hour for all hours beyond permanent certification and/or continuing certification required to attain the Masters Degree. This will be paid in full upon receiving the Masters Degree.

In order to encourage self-improvement beyond the Masters Degree, the Board of Education agrees to pay fifteen dollars (\$15) per semester hour for all hours necessary to complete work for the next higher degree.

This will be paid in full to teachers who have been in the system no less than two years upon the completion of the degree.

B. Position of the Association

The Association seeks the continuation of the present Contract language, as noted above.

C. Position of the Board

The Board has proposed that, beginning in the 1980-1981 school year, it will pay for the M.A. Degree only if it (degree) is in the major or minor areas of teaching and/or guidance and counseling and/or special education.

D. Evaluation

In it's opposition, the Board contends that it should not be required to pay for a Masters Degree which will not benefit the school. We are not persuaded that this argument has merit. There are countless ways (direct and indirect) whereby a school system may benefit from the acquisition of additional education and/or training by a teacher in an area other than that for which he (or she) is employed.

Therefore, it is recommended that the present language in the Contract be extended through the 1977-1980 school years.

VI. CONTINUITY OF OPERATIONS

A. Present Contract Language

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

Nothing in this article shall require that the Board keep the schools open in the event of severe or inclement weather or otherwise when prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

B. Position of the Association

The Association urges the continuation of the present Contract language.

C. Position of the Board

The Board seeks the adoption of an additional paragraph which would give it (Board) the right to require the Association members to make up "act of God" days if six days are lost during any given semester, contending that, to do otherwise, would cause the children's education to suffer.

D. Evaluation

A review of the twenty-three school districts (excluding Unsted) within the Lenawee and Jackson Counties indicates that only one school district (to wit, Morenci: in excess of 5 days per year) requires it's teachers to make up inclement weather days. Although the Board's argument is understandable, it is this Fact Finder's opinion that teachers, who are presumably ready, willing and able to perform on an inclement day, should not be required to "make up" these "act of God" days. It should be noted that any day, in which a school is closed because of factors over which the District has no control is still counted as a day of student instruction.

Accordingly, it is recommended that the current Contract language be retained for the 1977-1980 school years.

VII. DURATION OF AGREEMENT

A. Present Contract Language

There is no present language in the Contract relating to this subject.

B. Position of the Association

The Association desires the continuation of a two year Contract, with no reopeners.

C. Position of the Board

The Board seeks an extension of the Contract - to make it a three year Collective Bargaining Agreement between the parties instead of the current two years, with the third year of the proposed new Contract subject to reopeners on economic issues plus an additional three items from each side.

D. Evaluation

One of the major concerns, which this Fact Finder has in any dispute between a school district and it's teachers,

the divergence of personnel, time, energy, emotion and money toward the advocacy process of litigation (Court, Arbitration, NLRB, etc.), and away from the youngsters of the District who, directly or indirectly, suffer as a result. Yet, this Fact Finder is also aware that the economics can change from month to month - and, most certainly, from year to year.

Thus, it is with some trepidation, that the three year Contract, with economic reopeners in the third year only, plus three non-economic items, be recommended to the parties. It is difficult to predict the future with any degree of reasonable certainty; however, it is hoped that the extension of the present Contract by one year will reduce the periodic tension that is frequently brought about by contract negotiations and, in addition, the inclusion of the third year "economic re-opener" provision will permit each party to readjust their own economic position in a manner, and with such expediency that will inure to the benefit of the community which they serve.

VIII. SERVICE CHARGES

A. Present Contract Language

There is no present language in the Contract relating to service charges.

B. Position of the Association

The Association has not taken any position on this subject.

C. Position of the Board

The Board proposes that the Association members be allowed a total of three deductions per month. In the event that the number of deductions exceed three, then a charge of \$1.00 per month would be assessed against the teacher in order to defray the costs which would be caused thereby.

D. Evaluation

The Board's proposal appears to be fair and reasonable. Therefore, it is recommended that a charge of \$1.00 be assessed against any teacher whose deductions exceed three per month.

The evaluations and recommendations which have been made herein-
above are based upon a thorough review of all of the material that has
been admitted into evidence. In addition, this Fact Finder has made
a genuine effort to achieve a result which will be fair, reasonable,
equitable, and commensurate with the cost of living and the respective
teacher-job responsibilities.

It is hoped that the Association and the Board will carefully ex-
amine and adopt the recommendations which have been set forth herein
and, after having done so, return all of their efforts, attention and
interest back to their primary responsibility - providing the young-
sters of the Onsted School District with a first class education.



JULIAN ABELE COOK, JR.
Fact Finder

Dated: April 11, 1978