

STATE OF MICHIGAN  
LABOR MEDIATION BOARD

1/24/69 FF 1969  
Com. "Bus" Bishop 5

In the matter of

OSCODA AREA SCHOOLS BOARD OF EDUCATION

and

OSCODA EDUCATION ASSOCIATION

Hearing Officer's Fact Finding Report

Appearances

For the Oscoda Area Schools Board of Education

Mr. Robert Richardson, Superintendent  
Oscoda Area Schools

For the Oscoda Education Association

Mr. John Kuenzli, President  
Oscoda Education Association

Mr. Harry Bishop  
Regional Michigan Education Association Representative

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 336 of the Public Acts of 1947 being Section 423:207 of the compiled laws of 1968, 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 findings, with respect to the matters in disagreement. Such findings shall not be binding upon the parties but shall be made public."

Oscoda Area Schools Board of Education

In accordance with the Board's rules and regulations relating to fact finding procedures, the undersigned hearing officer was designated to conduct a hearing in the matter and to issue a report in accordance with Article V, Section 1, of Rules and Regulations which provides as follows:

"After a hearing for the purpose of taking evidence upon a petition, the Labor Hearings Officer shall prepare a report. Such report shall contain findings of fact and the reasons or basis therefore. The Labor Hearings Officer shall file the original with the Board and cause a copy thereof to be served upon each of the parties. Within ten days from the date of service of the report, the parties may file written comments with the Board."

In a letter dated August 16, 1968 the Oscoda Education Association filed a petition with the State of Michigan Labor Mediation office for "fact finding", following unsuccessful mediation in the dispute between the Oscoda Area School Board and the Oscoda Education Association. The issues at that point were:

A. Economic Issues

1. Salaries
2. Personal Business Days
3. Life Insurance
4. Credit on Salary Schedule for Outside Experience

B. Non-Economic Issues

1. Arbitration
2. Financial Responsibility

The Board of Education answered the allegations made by the Oscoda Education Association in a letter to the Mediation board dated August 22, 1968. The Board listed what they felt were the items in dispute which were as follows:

Item 3, page 2, Life Insurance  
Item 4, page 3, Outside Experience  
Item 1, page 3, Arbitration

On August 23, 1968 William Bigham was appointed as Fact Finder in the dispute. Agreement was reached with the parties for the hearing to commence at 7:30 p.m. September 30, 1968.

In an effort to gain mutual agreement on the remaining unresolved articles, the parties were requested to go over the remaining differences in writing while separated one from the other. From these lists the Fact Finder did arrive at agreement on the articles still not resolved by the parties. Basically the articles in dispute were ART IV, V, X, XI, XIII, XVIII, XIX, XX, plus Schedule "A", Sick Leave, Insurance and Extra-curricular Assignment Schedules and plus Secretary Demands.

From discussion with the OEA I was informed that total agreement had been reached at one time, however for some reason prior to ratification by the parties the negotiations had disintegrated into major difficulties and misunderstandings, which of course lent itself to serious polarization of the parties. To avoid any possibility of further misunderstandings in the future, wording was worked out in the various articles and initialled by a representative of the parties. (see Joint Exhibits "A" through "D")

Following an all night mediation session between the parties, fact finding got underway in the Insurance and Salary issues on Saturday, December 31, 1968.

The Association presented considerable testimony and exhibits (through the Regional Representative Mr. Bishop) as to the validity of the of the Schools accounting procedure and method for handling large sums of money in the local bank. The OEA attempted to discredit the Boards financial claims with exhibits # 8, 10, 11, 12, 13, 15, 16, and 17.

While the above exhibits and testimony were not of much value to the Fact Finder, since they were directed at the methods employed by the district in official reports and banking procedures, exhibits 1,2,3,4,5,6,7,9, and 14 were helpful to determine competitive costs and wages and fringe benefits for surrounding commensurate districts.

The Board of Education presented exhibits 1-2 and certifying cost exhibit XXX through Superintendent Richardson. The main issue with the Board was obviously the index and total negotiated increase in costs for a one (1) year agreement.

Exhibit XXX above was not available for the hearing. The parties agreed to mutually develop and make it available for the Fact Finder on Monday, September 2, 1968.

On September 5, 1968 the Fact Finder offered an Interim Report, exhibit "A1" (Fact Finders). Subsequently the parties mutually agreed to the Schedule A modification. Attached hereto exhibit Fact Finder "B" and incorporated in this report.

Following agreement on the salary schedule, dispute arose as to retroactivity for military experience, school calendar and rejection of the Boards offer to the Secretaries who are a part of the Teachers unit.

Shortly after the above, Association leadership changed, thereby seriously undermining much of the previous understanding. See Fact Finder exhibit "C". Mediation was requested for October 16, 1968.

## SUMMARY

There is no way for the parties to ever have peace with the current makeup of the bargaining unit.

The District should make every effort to hold itself free from criticism as to its accounting methods, and banking procedures. I am reasonably sure that no Board member or any school official willingly operates outside the procedures laid down by the State Board of Education, and the State of Michigan Legislature. Change is taking place almost constantly, and the district should make a maximum effort to comply with standards approved by the State for all its business transaction.

The districts financial plea was probably justified on the basis of a one year agreement, however as finally determined on a two year basis the settlement was financially acceptable to the district.

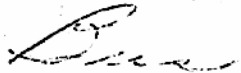
In view of the polarization of the parties, plus a considerable lack of understanding of the collective bargaining process, it will be my finding that:

1. A two year agreement with no wage or other kind of opener (See exhibit Fact Finder "B") as per schedule attached.
2. Mandatory monthly meetings. Not to negotiate but to mutually learn to communicate and solve the problems that generate on a day to day basis in administering the agreement.
3. Oscoda Education Association remove all "unfair labor charges" filed against the Board or its administrators.
4. Life Insurance      68-69 School Year      \$5000.00  
   69-70 School Year      5000.00
5. That no acts of reprisal be taken by either the Board of Education or the Oscoda Education Association as a result of this settlement or acts that occurred during the prolonged negotiations prior to the settlement.

6. That the parties through mutual agreement make an effort to dissolve or modify the current unit through the State Mediation Board. There can be no possible "continuity of interest" between the teaching unit and the secretaries organization and they should be organized under separate units.

DATED: January 24, 1969

MICHIGAN LABOR MEDIATION BOARD

  
Wm. "Bus" Bigham, Hearings Officer