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FF 9/9/79

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact Finding between
PLYMOUTH-CANTON COMMUNITY SCHOOLS

-and-

MERC No. _____

PLYMOUTH-CANTON EDUCATION ASSOCIATION

George Gullen /

Michigan State University
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FACT FINDER'S REPORT

On September 7, 1979, the undersigned was appointed by the Michigan Employment Relations Commission as its hearing officer to conduct a fact finding hearing in the matter pursuant to Section 25 of Act 176 of the Public Acts of 1939, and to issue a report with recommendations with respect to the matters in disagreement. Mediation sessions were held on September 7, 8, and 9, 1979, and a fact finding hearing was conducted in the late evening hours of September 8 and early morning hours of September 9, 1979 at the Michigan Employment Relations Commission Offices, 1200 Sixth Avenue, Detroit, Michigan. An oral report and recommendation was given to the parties at the conclusion of the hearing on September 9. The representative of the Board of Education advised the Fact Finder at that time that he would recommend to the Board of Education that the report and recommendation be accepted as the basis of settlement.

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Appearances were made at the fact finding hearing by the following:

For the Board of Education:

Charles Fine, Attorney
Stewart Slatkin, Attorney
Daniel White, Executive Director of Finance
John Telford, Executive Director of Secondary Education
Barbara Bowman, Executive Director of Elementary Education
Walter Bartnick, Assistant Director of Labor Relations

For the Education Association:

Derold McKinley, Chief Negotiator
Charles Griffin, Executive Director-PCEA/MEA
Tom Cotner, Vice-President, PCEA
John Ryder, President, PCEA
Candi Reece, Negotiator, PCEA

ISSUES

1. Salaries
2. Dental insurance
3. Elementary school day
4. School calendar
5. In-service language
6. Relief from substitute duties language
7. Fringe benefit package
8. Voluntary political action provision

FINDINGS AND RECOMMENDATIONS

The last collective bargaining agreement between the parties was effective August 31, 1976 through August 31, 1979. The 1979-80 school year was to commence August 27, 1979, but opening of school was delayed up through the date of this report by non-reporting of teachers for work.

This report is the result of many hours of discussion, presentation and rebuttal during which the parties reached agreement on several issues. The Fact Finder believes that there is a strong desire on the part of each participant to reach agreement, to end the strike, and to reopen the schools immediately. These findings and recommendations are presented in an effort to further that evident will to settle and is recommended as a basis for immediate settlement of the outstanding issues.

Salaries

There have been many salary adjustment proposals and a relatively small difference over the three-year contract that is proposed by the parties. Because nearly one-third of the employees covered by the agreement have reached the top of their respective salary ranges, recognition of that fact and the lack of any incremental addition has been proposed by each of the parties.

The Board of Education proposes a three-year contract with salary increases in the three years as follows:

1979-80	9% increase at top of schedule; 8% all others
1980-81	8% increase to all
1981-82	8% increase to all

The Education Association proposes a three-year contract with salary improvement on a percentage basis based on cost-of-living increases with maximum increases of:

1979-80	10% increase to all
1980-81	10% increase to all
1981-82	9% increase to all

Considering the fact that no inability to pay argument is made by the Board; the traditional relationship of the Plymouth-Canton teacher salaries with comparable districts and the settlements reported in those districts; and the recommendations made in this report on other economic issues, the Fact Finder recommends the following salary improvement:

1979-80	9% increase for top of schedule 8% increase for all others
1980-81	8.5% increase for all
1981-82	8.5% increase for all

Dental Insurance

There was much discussion of fringe benefit increases and the costs thereof. While estimated cost computations varied considerably, the increases were significant. In the bargaining between the parties it was apparent that both salaries and fringes could not be increased at maximum desired levels and that increases in the salary schedules could and would influence adjustments in fringes. This was particularly discussed in the effect upon the dental program.

The Association proposed dental insurance coverage percentages in three benefit categories as follows:

1979-80	60% / 60% / 60%
1980-81	80% / 80% / 80%
1981-82	80% / 80% / 80%

The Board proposed coverage percentages of:

1979-80	50% / 50% / 50%
1980-81	60% / 60% / 60%
1981-82	80% / 80% / 80%

Both parties recommend improvement to 60%, then 80% during the term of the contract. In light of the recommended salary improvements, the following dental program is recommended:

1979-80	50% / 50% / 50%
1980-81	60% / 60% / 60%
1981-82	80% / 80% / 80%

Elementary School Day

Considerable discussion took place on this item during fact finding. Efforts were made to continue negotiation on the issue but were unsuccessful. The Board's proposal grew out of the negotiating work of a subcommittee composed of representatives of each party. While complete agreement was not reached, the Board's proposal does the following:

- reduces the student teaching day by 10 minutes
- balances the school work day between the elementary, middle and high schools
- provides added planning time
- fulfills a public commitment to the Plymouth-Canton community made during a recent millage election to eliminate late starts during the week for elementary students.

In as much as further negotiation was not achieved, adoption of the Board proposal is recommended.

School Calendar

Many hours of discussion centered around the school calendar, complicated by the fact of statutory requirements and the negative effect of the teacher strike that closed the schools for some nine days to date. Make up days have become essential for both student and teacher days. The main difference between the positions of the parties concerns the desire of the Board to punish the teachers for conducting an illegal strike.

Irrespective of the Fact Finder's personal view that persons on strike should not be paid for time lost due to the strike, the Board indicates that make-up days to cover the days lost is not

impossible to arrange. The Board also urges that the teachers should be docked for two days in punishment for the nine days they were on strike. Thus, in the Board's position it is agreeable to make up time for the majority of days on strike but asks the Fact Finder to recommend punitive action for the two days not covered in their make up plans.

The Fact Finder believes it is his responsibility to seek ways of ending the strike and to aid in getting the schools opened and the teachers working. It is not his responsibility to invoke penalties or take punitive actions. This is a matter of grave public policy that is better left to the appropriate tribunals to enforce.

The following recommendation is made to establish standard student and teacher days for the three year contract period: 180 student days each year; 187 teacher days each year.

A further and important aspect of the calendar for the first year of the contract is the necessity of establishing specific make up days. The Board has proposed the following calendar make up dates and their adoption is recommended:

October 19 and 22; November 8 and 9; January 2; March 14;
May 23; June 12, 13 and 16; all ESY days.

Attendance by teachers during the make up days is so urgent that a strong element of compulsion is essential. The Board has recommended not paying any teacher who is absent for any reason on any of these days listed. Because some absences can be anticipated due to impossibility of attendance due to illness,

it is recommended that this policy of no pay for nonattendance be modified as follows: "except for nonattendance due to legitimate and verified illness."

In-Service Language

Both parties have recognized the beneficial need for in-service time for teachers. Specific numbers of such periods have varied in past years to meet different conditions and circumstances from building to building within the district. The parties acknowledge that in-service time should be continued, but the Association desires to have specified in-service times provided for in the calendar. The sole written reference to such in-service times appeared by mutual agreement in a previous year's school calendar. It is recommended that the procedure utilized previously be continued and that the calendar provide, as it has in the past, as follows:

" Please note: additional in service time will be determined by mutual agreement between building staff and Asst. Superintendent for Instruction."

Relief from Substitute Duties Language

The current language in the contract provides that teachers shall not be required to assume the responsibilities of absent teachers except on the day during which an emergency occurs. The Association contends that this policy has been

abused by principals who require a teacher to do substitute duty when no real emergency exists. The Association proposes that the emergency exception be removed and that teachers be paid their per diem rate of pay of required to use planning time to perform substitute duties.

The problem here is less a language problem than one of alleged abuses. The Association proposal seems to subject the situation to a different form of potential abuse by the teachers. It is recommended that the language be continued and that future problems thereunder be referred to the grievance procedure and arbitration for correction.

Fringe Benefit Package

Fringe benefit improvement sought by the Association includes medical insurance riders, life insurance improvement, long-term disability, a new vision plan and a new legal services plan. A number of the issues here were resolved during negotiations and fact finding, including improvement in the medical coverage and life insurance. Dispute exists over the amount of money made available for such fringes and the costs of the plans. It is the conclusion of the Fact Finder that with the improvement in fringes agreed upon, the dental program changes and the movement of dollars from fringes to salary, no additional change in fringe benefits can be recommended.

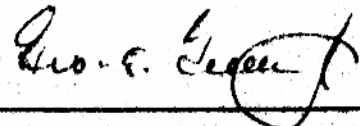
Voluntary Political Action Provision

The Association seeks to add a provision to the contract respecting payroll deduction for a separately identified portion of union dues for use in a political action fund. The reason for this change is federal decisions ruling illegal the use of such a system without voluntary inclusion in the program on the part of employees. Added deductions are not involved, only identification and assurance that such deductions are voluntary. At one point in negotiations the Board expressed willingness to make the language change, and there appears to be no good reason why the proposed change should not be made. Therefore, the Association proposal is recommended.

CONCLUSION

It is the conclusion of the Fact Finder that the differences existing between the parties can be fully and fairly resolved with adoption by them of the recommendations contained in this report. An immediate and final resolution of the dispute should be accomplished by settlement on this basis.

Dated: September 9, 1979



George E. Gullen, Jr.
Fact Finder