

157.5

FF 9/7/78

IN THE MATTER OF FACTFINDING
Between
SCHOOL DISTRICT OF THE CITY OF PONTIAC
And
PONTIAC EDUCATION ASSOCIATION
Edward J. Thompson

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Appearances

Union

Douglas Robinson
Graham Andrews
Michael W. Benner
Paulette Benner
Chris Marusiak
Vic Bouckaert

School Board

Richard Craig
Verne Mann
Sam Osborn
Tom Anderson
Dennis Pollard, Attorney
Odell Nails
Lewis Crew
Tom Everitt

Pontiac Public Schools

BACKGROUND

Following impasse between the School District of the City of Pontiac and the Pontiac Education Association, the undersigned was named as Factfinder on September 5, 1978. A meeting of the parties was convened on the same date in the offices of the Board of Education, City of Pontiac.

PRELIMINARY RECOMMENDATIONS AND AGREEMENTS

To expedite the resolution process the Factfinder issued four preliminary recommendations.

1. The Union agrees to recommend immediate return to work of all members of the bargaining unit.

2. No reprisals shall be taken by the Board or any of its agents against teachers for any alleged actions relating to this dispute following return to work on September 6. No reprisals shall be taken by the Union or any of its agents against teachers as a result of any actions relating to this dispute.
3. Within 48 hours following the close of these hearings the Factfinder will issue a report and recommendations which will be binding on the parties.
4. The above report when issued will specify pertinent time lines for implementation of any and all recommendations to be put into effect.

By prior understanding of the parties it was agreed that the binding factfinding would be based on the best package offer submitted by the parties.

The above recommendations were agreed upon by the parties. Subsequently there was a showing of proofs relative to the remaining unresolved issues. By agreement each side restricted itself to ten submissions.

ARGUMENTS BY THE BOARD

The Board's arguments on the economic issues are based primarily on inability to pay. In support of this claim it argues that Pontiac ranks seventeenth out of twenty-eight districts in Oakland County when s.e.v. is divided by membership to yield a per pupil valuation. Using this method the Board was able to show that the Pontiac property tax base produces \$27,835 for each pupil compared to \$64,683 per pupil

in Southfield, which is number one in Oakland County, and compared to \$18,250 in Hazel Park, which is number twenty-eight. When this index is used, Pontiac, the Board argues, can be seen to be below the county average of \$34,955 per pupil valuation. (See Board Exhibit 3.)

The Board argued further that Pontiac is eighteenth out of twenty-eight Oakland County Districts in total tax yield per student when both local taxes and state aid revenues are considered. With local taxes of \$870.68 per pupil added to \$516.49 in state aid per pupil, total per pupil revenues stand at \$1,387.17. This compares with \$2,091.20 per pupil in Southfield and with \$1,212.68 per pupil in Brandon which are respectively the highest and lowest revenue per pupil districts in Oakland County. The average revenues per pupil in Oakland County, the Board argued, was \$1,490.32. At \$1,387.17 Pontiac was shown to be below the average in this regard. (Board Exhibit 4.) The Board in summary showed that by comparison with other Oakland County Districts its general fund revenues are less than the average available to most Oakland County Districts.

In compensating its teachers, the Board argued, it tends to rank at the very top in Oakland County. At the B.A. minimum, for example, Pontiac teachers this past year were paid \$11,095 and rank first in Oakland County. At the B.A. maximum Pontiac teachers were paid \$19,268, again ranking first in Oakland County. The per cent increase paid to Pontiac teachers over the previous year totaled 8.2% which, again, was the best in Oakland County. (Board Exhibit 5.) Also at the Master's level, both the minimum and maximum, this pattern is repeated. The Pontiac teacher is shown to be the best paid teacher in Oakland County. At the minimum the salary is \$12,071 and at the maximum it is \$22,343. The 8.3% increase received by Pontiac teachers over the previous year is also shown to be the highest increase paid to teachers in Oakland County. (Board Exhibit 6.)

Under its proposed settlement, the Board argues, Pontiac teachers will still be the best paid teachers in Oakland County. The Board further argued that more than half of Pontiac's teachers are receiving maximum pay at either the B.A. maximum salary or at the M.A. maximum salary. (Board Exhibit 1.)

This year, the Board contends, preliminary audit reports suggest that a deficit will result. To meet last year's fiscal obligations, 1977-78 programs were cut by \$1,350,000. The salary increase proposed by the Association would increase the deficit and lead to more severe cuts, the Board concluded. (Board Exhibit 2.)

ARGUMENTS BY THE ASSOCIATION

The Association pointed out that the Board's Exhibits do not present the Pontiac District's total revenue picture. Other revenues, the Association argues, are available through categorical aid which, to some extent, reduces the number of personnel chargeable against general fund expenditures. In terms of comparisons the Association presented data which show that 1978-79 increases in Oakland County will range from a low of 6% in Walled Lake and Hazel Park to a high of 8.2% in Clawson among the twenty-one known Oakland County settlements. (Association Exhibit 4.) In Wayne County, the Association argued, 1978-79 settlements range from 2.5% across the board and a cost of living (COLA) increase ranging from 6% - 9% in Wayne Westland to 6% with a COLA ranging from 4% - 7% in Huron among ten (10) known settlements out of thirty-six districts in the county. (Association Exhibit 5.) In further comparison with Wayne County districts, the Association showed that the Pontiac teachers under the Board's proposal and under its own proposal would rank approximately average in minimum and maximum salaries for 1978-79. (Association Exhibit 6.)

DISCUSSION AND FINDINGS

There appears to be little dispute regarding the facts in the instant case. The only point at issue appears to be the extent to which the Board's general fund revenues are expended on the total personnel numbering approximately 1,0935. (Board Exhibit 1.) Some question exists as to the availability of non-general fund monies which may also be used to offset costs. This possibility, however, does not appear to offer any major relief to the parties. Hence the salient points in the dispute appear to this Factfinder to relate to the School district's over-all available general fund revenues and to the present comparative salaries paid to teachers in Oakland County as the Board has argued. The trend clearly has been to keep Pontiac teachers comparatively well paid at every step of the salary schedule. It is noted that over-all percentage increases this year average 8.2% or better at every step of the salary schedule. (Board Exhibit 7.)

This June 12 the District lost a millage vote. Program reductions of \$1,350,000 resulted from the millage defeat. It is against this turn of events that the Board's proposed salary increase of approximately 5% is to be viewed. The Association's off setting arguments relative to known settlements are unrebutted. Clearly the salary increases proposed for Pontiac teachers this year are below the known settlements cited by the Association. However, the parties seemed to think that the over-all standing enjoyed by Pontiac teachers in Oakland County will not be changed significantly by the Board's proposal.

Inasmuch as this is a last best offer final and binding fact-finding dispute, the Factfinder recommends the following package to the parties as a basis for completely resolving all outstanding issues between them:

RECOMMENDATIONS

1. The School calendar for all employees in the unit shall not be greater than 185 days, beginning September 6, 1978, except for additional teacher preparation days which the District may provide.
2. Article IV - Professional Dues, Fees, and Deductions:
Current language shall be retained.
3. Article V - Professional Qualifications and Assignments:
Current language shall be retained.
4. Article VI - Vacancies and Transfers:
Current language shall be retained.
5. Article XIII - Teacher's Day:
Current language shall be retained.
6. Article XV - Teaching Conditions:
To include: "The Board shall place a priority on the restoration of supportive personnel positions."
7. Article XVI - Special Student Programs:
Reasonable effort shall be made to provide teachers with a summary of pertinent information on students prior to classroom placement. However teachers shall receive such pertinent information on students no later than the first week of classroom placement.

Board Committee to study mainstreaming problems. Report of recommended solutions by December 1.
8. Article XXI - Economic Fringe Benefits:
(1) Current language shall be retained.
(2) Current language shall be retained.
9. Article XXII - Salary Schedule
(1) 2.25% in K-12 salary schedule improvement.
(2) Economic adjustment plan, Base of 8/31/78, adjustments quarterly capped at 8% annual CPI growth for K-12 teachers only.

- (3) Full time Continuing Education teachers paid at 85% of K-12 salary schedule
- (4) 3% Part Time Continuing Education wage schedule increase
- (5) 1% Professional/technical employee wage schedule increase and 5, 6, 7 paid holidays for continuing education year, K-12 year, and full year, respectively.

9/2/38

Date

Edward D. Smith

Factfinder