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August 15, 1979

CLARIFICATION OF POST FACTFINDING RECOMMENDATIONS

ADDENDUM

1. No reprisals shall be taken against either party to this dispute by any agent of either party involved in the mediation and factfinding leading to the attached recommendations.
2. All days lost by docking shall be restored to members of the unit and any compensation due shall be paid accordingly.
3. The one per cent (1%) payable for unpurchased fringes in the first year of this agreement shall be less any fringe costs occurring to the employer not including the cost of retirement.

The attached addendum and recommendations constitute a full report and findings pursuant to the dispute involving the Port Huron Area School District and the Port Huron Education Association.

8/20/79
Date

Edward Simpkins
Factfinder

Port Huron Area School District

IN THE MATTER OF FACTFINDING

Between

PORT HURON AREA SCHOOL DISTRICT

- And -

PORT HURON EDUCATION ASSOCIATION

Case No. D-78 E 1147

APPEARANCES

Union

Kristeen Hanselman, MEA
Warren Schattler, PHEA
Thomas Hamilton, PHEA
Dale Ann Ogden, PHEA
Betty Touma, PHEA
Steve Blackledge, PHEA
Barb Panott, PHEA
Robert Chapman, PHEA
Mary Pochodylo, PHEA
Donald Aikins, PHEA
Warren Williams, MEA
Eric Hansen, MEA

Board of Education

William Kimball
Larry Moeller
Roland Johnson
John McKenzie
Douglas Touma, Esq.
James Burchyett, Supt.

BACKGROUND

Negotiations between the Port Huron Area School District and the Port Huron Education Association have been going on since 1978. In March, 1979, the Michigan Employment Relations Commission determined on its own motion that the matters in disagreement between the parties might be settled if the facts involved in the disagreement were determined and made publicly known. Subsequently the Employment Relations Committee appointed the undersigned as Hearings Officer and Agent to conduct a factfinding hearing pursuant to Section 25 of Act 176 of Public Acts of 1939, and as amended, and the Commission's Regulations.

The undersigned was further authorized to issue a report with recommendations with respect to matters in disagreement. The factfinder notes for the record that the items under consideration by the parties at the start of the factfinding process on May 3, 1979 ranged in number to a figure exceeding 200 separate items. Over the course of the next two months an effort was made to reduce these items to a reasonable number that could be managed within the framework of the time limits inherent in the negotiations process.

It is noted for the record that the parties believed that tentative agreement was within range of effectuation on some 14 issues. These issues included: 1) Recognition clause; 2) Just cause; 3) Vacancy posting and change in staff reduction date; 4) Daily rate; 5) EPPC's; 6) Voluntary preps; 7) Reporting date for counselors; 8) Art workload; 9) After school detention; 10) Changes in work week; 11) Grading; 12) Short terms sick leave benefits; 13) Life insurance.

However, the critical issue involving salary had not been resolved nor had hundreds of other items, variously determined by the parties to be essential to effecting a final contract. After several weeks of meetings which have involved lengthy analysis of the issues between the parties both in the presence of the factfinder as well as in private caucus sessions, the following recommendations are made in the hope that their acceptance can lead to a conclusion of the present ongoing dispute and permit the parties to effect a contract containing retroactive economic benefits effective immediately for all members of the unit as well as resolving some critical issues deemed important by either one

party or the other. Both the Board and the Association are reminded that these recommendations are made in full awareness of a need by the parties to continue, within the framework of these recommendations, to negotiate matters through to a conclusion.

RECOMMENDATION

The parties had already moved toward effectuating an agreement on a number of issues.

Recommendation 1: All Items Tentatively Agreed Upon Prior to the Start of Factfinding on May 3. These items for which there was tentative

agreement are:

- 1) Recognition Clause
- 2) Just Cause Provision
- 3) Vacancy Posting
- 4) Teacher Reporting (Deduction of Substitute Money)
- 5) Schedule for EPPC's
- 6) Volunteering for Additional Subjects
- 7) Reporting to Work for Certain Special Groups
- 8) Workload for Certain Specialists
- 9) After School Detention Rooms
- 10) Changes in Work Week
- 11) Grade Changes
- 12) Life Insurance
- 13) Sick Bank

The factfinder recommends that the language which the parties were tentatively agreed to relating to the above items be incorporated into a successor agreement. The agreement, as it relates to these issues, will include the language relevant to the above issues as that language was tentatively agreed upon on May 3 and immediately prior to that date.

Recommendation 2: School Calendar

The matter on the school calendar, in the opinion of the factfinder, must be resolved by the parties with the following exceptions: 1a) The past practice for elementary and high schools initial days with students shall be maintained; 1b) Intermediate grades, 6, 7 and 8 shall have one-half day with students and one-half day preparation time for teachers.

The factfinder recommends non-implementation of the request that first graders attend school for one half day during the first week of school and that teachers of first graders spend one half day with students and one half day preparation during the first week of school.

Recommendation 3: Salary

- A. Year 1 - 7.5% on the salary schedule for all members of the unit with an additional 1% in fringe benefits going into the salary schedule for/as a lump sum payment to teachers for all benefits not effectively purchased because of non-applicability in Year 1.
- B. Year 2 - 7.5% in the salary schedule plus 1% for fringe benefits. Within this framework the parties are advised and recommended to work out the terms of an economic settlement for a two-year period.

Recommendation 4: Article III, Paragraph F:

The district shall provide each teacher with two (2) non-cumulative personal leave days each school year.

Recommendation 5, Article V, Section A:

Retain existing contract language.

Recommendation 6, Article V, Paragraph G:

Retain existing contract language.

Recommendation 7, Article V, Paragraph 5:

Retain existing contract language.

Recommendation 8, Article V, Paragraph H1:

Retain existing contract language.

Recommendation 9, Article V, Paragraph 1:

The district shall not establish split grades in Grades K-6.

Recommendation 10, Article V, Paragraph 1:

Class size shall be reduced by one student in the intermediate schools over the terms of this two-year contract. Effective immediately the intermediate school staff shall be retained and at the same level until this provision is put into effect. In addition, the Board and the Association will seek funding for implementing the class size provisions recommended by the Association.

Recommendation 11:

Kindergarten teachers will be provided part-time aides.

Recommendation 12:

Department heads shall be used in the evaluation process as proposed by the Board of Education.

Recommendation 13:

The Board's proposal on adult community learning centers shall be implemented and the language drafted by the Board shall be the framework within which the agreement is effectuated.

The considerable number of items not covered by these recommendations are remanded to the parties for subsequent rounds of negotiations. It is the factfinder's belief that the above recommendations provide the parties with the basis for establishing a successor agreement. The factfinder further notes that the proposal by the Association on mainstreaming and on ability grouping deserves continued discussion and negotiation. The strong objections by the Board to the specific language proposed by the Association restricts the factfinder in his recommendation that some form of the Association's proposals as currently written be implemented.

However, it is recommended that language, incorporating those concerns on ability grouping and mainstreaming expressed by the Association, be included in a manner acceptable to both parties within the successor agreement.

These recommendations constitute all of the issues which this factfinder believes are essential to concluding the dispute that has been long outstanding between these two parties.

7/30/79

Date

Edward Implet

Factfinder