

FF 3/16/85

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

FACT FINDING BETWEEN:

ROCHESTER COMMUNITY SCHOOLS

AND

ROCHESTER EDUCATION ASSOCIATION MEA/NEA

MERC CASE

NO. D84 I-2750

REPORT AND RECOMMENDATIONS

OF

FACT FINDER

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Rochester Community Schools

The Fact Finding hearing between the Rochester Community Schools and the Rochester Secretarial Association held on February 27, 1985 disclosed the following facts in their unresolved dispute.

The Board of Education and the Secretarial Association have been operating without a formal contract since July 1, 1984, the expiration date of their contract. The parties have no agreement to continue the expired contract, however, the Board is continuing to apply and operate under the provisions of the expired contract in this 84-85 school year.

Collective bargaining by the parties began May 23, 1984 prior to the July 1, 1984 expiration date on a successor contract. A substantial increased millage proposal was being developed by the Board at the same time due to the District's continuing financial problem with the millage election scheduled to be held in September.

The Secretarial Association had agreed to forfeit any incremental raises during the life of their expired contract which they would have received and which saved the Board 2 1/2%. They did however receive an eight (8%) percent increase in their wage rate in that contract 83-84 settlement.

Bargaining on the successor contract continued into the fall but did not result in an agreement even though the millage election held in late September was successful for the Board and put the District in solvent position for the first time in several years.

Bargaining by the parties following the millage election did not produce a settlement and the Association filed for mediation and subsequently met with the mediator on October 22, 1984 which did not result in an agreement and the mediator recommended the parties petition MERC for Fact Finding which the Association did on November 6, 1984.

The Union's current position:

1. Each step of 1983-84 wage schedule be increased by six (6%) percent and in addition the wage schedule should be readjusted to provide equal incremental increases to ensure long term equitable treatment of the members of the unit.
2. All eligible employees should be granted their incremental increases.
3. The maximum severance pay for unused leave under the plan be increased as proposed because it does not provide parity with other district groups.
4. The Holiday proposal for the Monday following Easter has been withdrawn by the Association.
5. The successor agreement in its entirety should be retroactive to July 1, 1984.
6. The Union contends their salary proposals are within the Board's ability to pay and comparable to increases made to the other District employees of Oakland County.

The Board of Education's current position:

1. Proposes to increase wages of all employees 2.5% and in addition pay step or incremental increases on the salary schedule.
2. Proposes to maintain the current salary schedule incremental steps and rejects any restructuring of the salary schedule steps as proposed by the Association.
3. Proposes to maintain current Holiday provisions of the Contract. The Union has withdrawn their proposal.
4. Proposes continuation of existing contract provisions limiting pay out for unused sick leave to \$750.00 for em-

employees with less than ten years of service and \$1,000.00 for employees with more than ten years of service. Board also rejects replacement of the dollar caps of the pay out to the cap of 100 days proposed by the Union.

5. The Board contends that insufficient justification exists to support the Association proposals to alter the language of the expired contract the parties are operating under at this time.

Recommendations:

Wages:

The wage proposals of the parties currently on the table involve more than a cents per hour or percentage increase across the board to the wage schedules of the contract.

The parties to date have been unable to reach an agreement and now approximately only two months of the current school year remain and three months of the contract year. The parties will soon have to consider beginning negotiations for the 1985-86 year because they tentatively have agreed on only a one year contract for 1984-85 if they are able to reach an agreement prior to July 1, 1985.

The Board's offer of 2.5% across the board plus an incremental increase for eligible employees effective July 1, 1984 has not produced a settlement and will not produce a settlement when compared to the four (4%) percent increase the Board has given to the other employee units in the District. Employees generally do not consider or recognize an incremental increase as a part of any across the board increase currently being negotiated because that was a benefit previously negotiated. Employees in the Association expect the Board to give them the same consideration and an equal amount of increase and not be singled out and treated differently than other District

employees.

The Board has expressed serious concern about what they consider a high wage level in the Rochester District when compared to other school districts in Oakland County to similarly situated employees. A wage increase is necessary, however, to any settlement of this contract and I recommend the Board increase their offer of 2.5 percent across the board to 3.0 percent and pay the incremental increase based on the wage schedule with the 3.0 percent increase added to the 1983-84 schedule retroactive to July 1, 1984. I further recommend the Board give consideration to granting an additional incremental increase on the current wage schedule without the 3% increase effective July 1, 1985 as an incentive for a contract settlement, but only if there is a contract settlement. This would recognize employees' service for one of the years when their incremental increase was voided due to the Board's economic problems. The above will provide a fair increase to employees without inflating the top of the wage schedule too greatly and stay within the limits of the wage schedule and maintain a competitive position within the County.

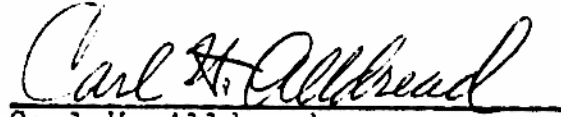
The Association's proposal to equalize the increment step increases in the wage schedule would unreasonably inflate the wage schedule. I would recommend instead the parties give strong consideration to just reducing steps 6 and 7 of the wage schedule by agreement to equalize them with the increase in the other steps of the schedule which are reasonably close. This can be done at this time when increment and wage increases are made and by red circling any current employees who would suffer a loss by the change. The parties are aware of the reasons why these two steps were inflated out of line with the other steps and they should be able to correct the difference during this negotiation to equalize them with the other steps.

Pay for Unused Leave Days:

Pay for unused leave to employees severing their employment during the last two years has accomplished its objective for the parties by reducing the leave time taken by employees. The Board is satisfied with the results and does not recognize at this time any real need to change the current provisions or the caps. The Association proposes, however, to raise the caps to considerably increase the dollar pay out to severing employees, which appears to me unjustifiable. The above, however, appears to me to be an issue of major importance that must be resolved in order to obtain a contract settlement since both parties appear to be adamant in their positions.

I recommend at this time the parties give consideration to compromise in their respective positions and agree at least on some dollar increase in the pay out caps. Negotiated wage increases allow upward change in the amount of money available for pay out except for the cap. It therefore is not unreasonable to expect the parties to give consideration to an increase in the caps during their negotiations in recognition of their negotiated wage increases. The questions the parties realistically have to answer for themselves are what would justify an increase in the caps and when would be the right time to do it, if ever? The caps have been in effect for some time without change and with another wage increase now being considered by the parties I recommend a five (5%) percent increase in the caps retroactive to July 1, 1984. This does not represent an unreasonable cost to the Board due to the small number of employees severing their employment during the one year tentatively agreed to contract by the parties.

Respectfully submitted:

A handwritten signature in cursive script, reading "Carl H. Alldread". The signature is written in dark ink and is positioned above a horizontal line.

Carl H. Alldread
Fact Finder

March 16, 1985