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EMPLOYMENT RELATIONS COMMISSION
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In the Matter of:

ROMULUS COMMUNITY SCHOOLS

-and-

ROMULUS EDUCATION ASSOCIATION

George Karmell /

SUPPLEMENTAL REPORT OF
FACT FINDER AND RECOMMENDATIONS

During the Labor Day weekend, the respective representatives of the above named parties met with Fact Finder in several hearings to discuss various issues unresolved as the result of the collective bargaining and labor mediation. The Fact Finder issued an oral report with recommendations to the parties on August 31, 1969, Sunday. The parties have subsequently met and have negotiated their contract.

However, as a result of the Fact Finder's oral report several areas were not clarified and there was misunderstanding as to the Fact Finder's intention.

As a result the parties held another hearing with the Fact Finder on Monday, September 22, 1979, to try to resolve these additional differences. As a result of this hearing, the Fact Finder has come to

Romulus Community Schools

certain conclusions, findings of fact and recommendations which I shall now make.

There were four issues unresolved which the Fact Finder heard on September 22, 1969.

My report and recommendation as to these issues are as follows:

1. - Arbitration. After listening to both parties, it is my opinion and my recommendation that the present arbitration clause and the contract be replaced by the following clause:

"If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to by the award of the arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the parties, and neither party shall be responsible for the expenses of witnesses called by the other."

2. As to questions as to the Department Chairmen, after listening to both parties it is my recommendation that the following be in the contract:

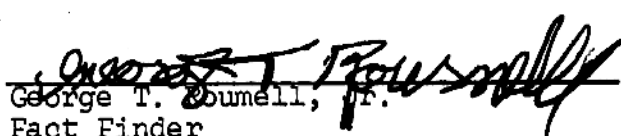
"The Board for the 1969-1970 school year agrees that no Department Chairmen shall be appointed nor any person appointed to fulfill the duties normally performed by Department Chairmen. The Board further agrees that any duties performed by "Department Chairmen" in past years shall be delegated to administrative personnel."

3. My oral report on August 31, 1969 recommended that the proposal of the Board of Education as to extracurricular pay be accepted

by the teachers. However, two points as to extracurricular pay has caused some misunderstandings. As to these two points, I make the following recommendations:

1.. As to pay for club sponsorship, I recommend no such pay.

2. In regard to special events, I recommend payment of six (\$6.00) dollars per event provided that it is an event for which payment was made during the school year 1968-1969 and it is an event approved by the building administration and accepted on a voluntary basis by the staff.


George T. Dounell, Jr.
Fact Finder

Dated: October 3, 1969