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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION  
FACT FINDING REPORT

ROSEVILLE FEDERATION OF  
TEACHERS, AFT LOCAL 1071,  
AFL-CIO,

Union,

-and-

MERC Case No: D93-1080

ROSEVILLE COMMUNITY  
SCHOOLS,

Employer.

-----/

APPEARANCES

On Behalf of the Employer:

Frank Mancina  
Deputy Superintendent  
18975 Church St.  
Roseville, MI 48066

On Behalf of the Union:

John Olekszyk, President  
Roseville Federation of Teachers  
17063 E. Ten Mile Rd.  
Eastpointe, MI 48021

Fact Finder:

JOHN A. LYONS  
675 E. Big Beaver, Ste. 105  
Troy, MI 48083  
(313) 524-0890

STATE OF MICHIGAN  
BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

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*Roseville Community Schools*

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

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MERC Case No: D93-1080

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**FACT FINDING REPORT**

**Background:**

A petition for fact finding was filed in this matter by the Union on August 27, 1993. The fact finder was appointed on October 11, 1993 and the fact finding hearing was conducted October 26.

The issues presented in the petition for fact finding were reduced from six to three by the parties' agreement. The remaining issues to be decided and to make recommendations upon are: (1) employee compensation - salary, longevity, severance, and hourly rate; (2) school day as it relates to length of elementary lunch hour; and (3) seniority and selection of school counsellors - Employer issue.

Both parties presented their positions and rebuttal at the hearing along with a copy of the 1990-93 collective bargaining agreement. Prepared written presentations

including exhibits based on comparables in support of their respective positions were made.

The parties have agreed to a contract term of one year, 1993-94. There are a number of tentative agreements that have been reached by the parties which obviously should be made a part of the ultimate agreement that will be reached. Mr. Mancina included some of those items in his letter addressed to the fact finder dated October 29, 1993.

The parties began negotiations in June, 1993, and held a number of negotiating sessions before and after mediation which was conducted on August 26. They could not reach agreement on the issues in dispute.

As indicated, each party presented their respective positions, and rebuttal as to the issues. All exhibits were admitted into evidence and form the factual basis of this report. Both parties were requested by the fact finder to submit a position in writing as soon as possible after the hearing. Attached as Exhibits A and B are the documents received.

**The issues in dispute:**

**1. EMPLOYEE COMPENSATION** - salary, including longevity, severance and hourly rate.

Actually, there are four issues within this dispute. The issues will be presented in order of indication on the petition for fact finding.

**Salary:** The Union has made a demand for a 6% salary increase across-the-board. On the other hand, the Employer had suggested a 1.5% increase, but in their last position suggests 3% contingent upon the acceptance of their positions with regard to the other issues in dispute. The fact finder has reviewed both parties'

positions and the suggested comparables. The Employer urges a comparison between the accumulated increases received by a teacher and a custodian. Although the fact finder finds the comparison interesting, and informative, it certainly is not determinative because, in my opinion, there is a basic difference between the two occupations. The fact finder considers teachers to be professionals who are required to have certain educational and certification requirements. Without discussing it further, the fact that teachers received more total percentage increases than custodians over a period of ten years is no real basis to deny the requested increases. On the other hand, the Union argues that the fact finder should consider average wage increases in Wayne and Oakland Counties which apparently are considerably higher than those in the more comparable districts within Macomb County. It should be noted that the Macomb County average is a 3% across-the-board increase based on the Union's comparable data.

With regard to the economic ability of the Employer to meet the demands, the Employer has modified its budget to account for an expected shortfall of \$41,000.00. It anticipates other shortfalls with regard to the reductions and modifications of reimbursement for FICA payments, anticipated shortfalls of approximately \$180,000.00 with regard to consortium monies, and additional roll backs due to the Headlee amendments which in total could possibly top 1.5 million dollars. Although they are not pleading poverty, the District is not considered in distress, it urges that its position be adopted regardless. In addition, there is the revenue uncertainty because of the recent activity of our state legislature in eliminating the school property tax basis.

It is also noted that each 1% of increase is equal to \$144,000.00 cost. As indicated, the Employer has offered a contingent 3%. Moreover, as noted in its written presentation, it had at one time offered 6%, which was contingent upon the Union granting the Employer's request with regard to modifying seniority provisions to allow a broader base for selection to the classification of counsellor.

After considering all the evidence, the fact finder would recommend, based on the evidence and the arguments advanced that employees of the bargaining unit receive a 3% increase across-the-board. This increase is consistent with increases in comparable communities, and consistent with the current rate of inflation.

The parties can alternately, if they wish, increase the rate of salary or compensation if the Employer is earnestly seeking change in its ability to select the very best school counsellors. On the other hand, the seniority provisions are not easily changed without paying an appropriate quid pro quo. The 3% recommendation is not tied to the acceptance of any other issue, and/or modification of same.

**Recommendation:** 3% increase in salary.

**Longevity:** Longevity benefit increases were changed in the last contract, and based on that fact, should not be changed in this contract, because of its short duration. Therefore, it is the recommendation of the fact finder that no changes be made to the longevity benefits because they have been recently changed and because of the short duration of the collective bargaining agreement.

**Recommendation:** Status quo.

**Severance:** The Union proposes the creation of a "real" severance plan and suggest \$100.00 per year of service, payable at death, resignation, retirement with ten years minimum vesting. The Board response is that severance is provided through unused sick day reimbursement pursuant to the terms of Article IX, Section 3(F) at p. 47 of the collective bargaining agreement. The evidence presented supports the position of the Employer, and since this issue and demand involves the creation of a new benefit, and considering the relatively short length of the collective bargaining agreement, the fact finder would not recommend that a severance provision be instituted.

**Recommendation:** Status quo.

**Hourly Rate:** The Union's suggestion is that the hourly rate contained in Article IX, Section 1(4), p. 44 be increased by \$1.00 per hour but dropped the issue in its last positions. The Employer suggests status quo in its original position, but in its last position paper suggested that the hourly rate of 50¢ per hour be added with additional changes to Article IX, Section 15. It suggests removing adult education from the regular school programs. If the parties wish to engage in that discussion based on their offers, they are obviously free to do so. However, based strictly on the evidence presented and the fact that the hourly rates themselves have outperformed the cost of living, it is the recommendation that there be no change to the hourly rate.

**Recommendation:** Status quo.

**2. SCHOOL DAY AS IT RELATES TO ELEMENTARY LUNCH HOUR:** The Union has suggested two modifications, that is, a return to a lunch period of 60 minutes and a reduction of "wait time" at the end of the school day.

The current lunch period for elementary teachers is 50 minutes. This time was changed in the last collective bargaining agreement (1990). Although the review of comparable lunch periods reveals that out of eleven, eight of the eleven have lunch periods of less than 50 minutes, while three, including the Roseville District, have 50 minutes. Historically, a change in the lunch period time came about by combining recess and break time to get from 30 minutes to 60 minutes. The Employer requested, and the Union agreed, during the last round of negotiations, to a reduction from 60 to 50 minutes. It is the Union's position that that reduction is not working from their perspective. The ten minutes does not add any significant costs, nor does it create unmanageable problems in terms of control or discipline of students. The Employer, on the other hand, makes important points with regard to the additional time because it urges that to increase the amount of lunch time would reduce instructional time where the the Roseville District is the lowest of all County districts. An increase would provide additional time for student distraction which carries over into the classroom and sometimes causes disciplinary problems. The added time could also cause increased accidents on an expanded lunch hour. Likewise there could be a negative public relations aspect to this because most parents expect the schools to provide a safe environment for their children and that the expanded lunch hour could have the opposite effect. In the Employer's Exhibit A, it indicates that only three districts out of 21 have a 60 minute

lunch hour, and obviously, this comparable supports the position of the Employer that no change should be made.

After considering all the evidence, it is the finding of the fact finder that there should be no change in the lunch hour and that the status quo should remain for this one year collective bargaining agreement.

Likewise, the Employer urges that the requirement that the teachers stay ten minutes beyond student release time, not be changed. The Union requests that it be reduced to five minutes. Inasmuch as the fact finder has not recommended the ten minutes longer lunch period, based on the reasons advanced, the fact finder would not recommend that the "end of the day time" be reduced. Therefore, the status quo should remain.

**Recommendation:** Status quo as to both time requests.

### **3. COUNSELLING - SENIORITY AND SELECTION OF SCHOOL**

**COUNSELLORS:** This issue has been proposed by the Employer, and it argues that since there is a difference between teachers and counsellors the District should have greater flexibility in selection. Apparently there currently are two vacancies for counsellors, and it is anticipated that there may be additional needs in the future. There are eleven teachers that hold counsellor certification within the bargaining unit. The Employer wants the right to choose a less senior applicant for a vacancy, and even consider outside applicants who in the judgment of the District are better qualified. The current contract language provides under Article VII, Section 1 "Seniority and qualifications shall be the determining factors for teacher



assignment, transfer, layoff and recall." The fact finder is troubled by the position of the Employer which does not speak to or address the obvious fact that there are a number of state certified counsellors within the District. It has been suggested that there are eleven teachers so certified.

The language of the collective bargaining agreement is mandatory and is basic to the security of the Union, according to their argument. Based on the exhibits submitted by the Union and its argument, and a review of the Macomb County districts, it appears that the Districts are about evenly split. This is an important issue to both parties. It may be a pivotal issue in terms of the Union gaining a greater wage increase than has been recommended depending on the urgency of the Employer. On the other hand, if the issue is as important to the Employer as was presented in the hearing, it therefore should assist the parties, as a pivotal issue, even though it is non-economic, in resolving the total dispute.

Something has to be done to address the needs of the current members who are ostensibly qualified and certified to be counsellors. While it is true that they have not worked in that occupation, they at least have met the minimum state requirements and will not get the necessary experience unless they are promoted to the counsellor position. Many contracts are based on management prerogatives to select the best candidate based on qualifications with seniority being a tie breaker. Many contracts, those that are seniority based, require the Employer to exhaust internal candidates before it seeks outside applicants. This concept reflects the whole notion of Union security. If it is true that seniority is mentioned 22 times, I'm not sure I counted that many, but upon the fact finder's review it can clearly be

said that this is a seniority based collective bargaining agreement, then the provision in question should not be changed lightly.

The parties have had a good labor relationship and it is not the fact finder's role to modify or change their relationship. This is a serious issue, and one that is not without resolution. It is one, however, that the fact finder, based on all considerations, and the evidence presented by both parties, would not recommend changing. Again, the collective bargaining agreement in this matter is for a period of one year, half of which is almost over, and therefore, the recommendation will be status quo.

**Recommendation:** Status quo.

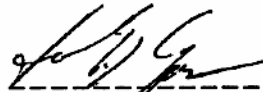
#### **SUMMARY OF RECOMMENDATIONS:**

- 1. Employee Compensation:**
  - Salary: 3% increase in salary.
  - Longevity: Status quo
  - Severance: Status quo
  - Hourly Rate: Status quo.
- 2. School day as it relates to elementary lunch hour:** Status quo as to both time requests.
- 3. Counselling - seniority and selection of school counsellors:** Status quo.

## CONCLUSION:

Generally, the party advocating a change in the current collective bargaining agreement must provide specific compelling reasons to modify the provisions of a contract. These negotiations have presented difficult issues , but many were obviously not without resolution. The parties resolved at least half of the issues that were submitted to fact finding prior to the hearing. It is hoped that the parties can use this report to assist them in settling their differences based on these recommendations.

Respectfully submitted,



-----  
John A. Lyons , Fact Finder

Dated: November 5, 1993



LOCAL 1071

# Roseville Federation of Teachers

AFFILIATE AFT, AFL-CIO  
17063 E. TEN MILE ROAD  
EASTPOINTE, MICH. 48021

PHONE: 778-3309  
FAX: 778-1277

October 27, 1993

Mr. John Lyons, Attorney  
675 E. Big Beaver Rd  
Suite 105  
Troy, MI 48083

RE: MERC CASE NO D 93  
Roseville Federation of Teachers v.  
Roseville Community Schools


Dear Mr. Lyons:

Pursuant to your request to the parties at the conclusion of our Factfinding Hearing on October 26, the Federation hereby submits its recommended findings on the outstanding issues in our dispute.

<u>ISSUES</u>	<u>RECOMMENDED FINDING</u>
1. Salary	6% Increase
2. Severance	Institution of a Severance plan based on \$100 per year with a 10 year vesting.
3. Longevity	Increase each longevity step by \$200
4. Hourly Rate of Pay	No Change-Retain current rate
5. School Day-Length of Lunch	Return Lunch Period to 60 minutes
6. School Day-Wait time at end of the school day	No Change-Retain current language
7. Counseling/Seniority	No Change-Retain current language..

In closing we urge you to concur with the Federation on these issues.

Respectfully yours

  
John Olekszyk, Pres.  
R.F.T.

EXHIBIT

A



## ROSEVILLE COMMUNITY SCHOOLS

ADMINISTRATION BUILDING  
18975 CHURCH STREET  
ROSEVILLE, MICHIGAN 48065-3952  
PHONE: (313) 445-5500 - FAX: (313) 771-1772

SUPERINTENDENT  
John R. Kment

October 29, 1993

PRESIDENT  
Joseph G. Steenland  
VICE-PRESIDENT  
Robert C. Eineichner  
SECRETARY  
Marco A. Santia  
TREASURER  
Barbara L. Miglio  
TRUSTEE  
Theresa Genest  
TRUSTEE  
Judy L. Hartwell  
TRUSTEE  
Mina G. Frank

Mr. John Lyons,  
Factfinder

Dear Mr. Lyons:

Before the formal factfinding presentations had begun you asked for the tentative agreements already reached to that point. Neither party had any prepared. With the realization that tentative agreements are an important part of the Factfinding process, I have prepared a short list of Financial Agreements made to date.

A copy of this letter will be sent to the Union at the same time it is sent to you.

**SALARY ITEMS:** BUILDING ASSISTANTS (non certified aides represented by the Roseville Federation of Teachers). Agreement for a \$250 Longevity after 6 years of service.

1% SALARY INCREASE FOR TEACHER OF SCHOOL NEWSPAPER.

1% SALARY INCREASE FOR TEACHER OF YEARBOOK CLASS (both classes are taught as regular classes during school hours).

1% SALARY INCREASE FOR HIGH SCHOOL BAND TEACHER.

**NOTE:** These three teachers will receive the 1% increase over and beyond any salary increases in the final agreement.

EXHIBIT

B

10. 23/88 1120  
Mr. John Lyons  
FACTFINDING  
October 29, 1993  
PAGE TWO

HEALTH CARE:

Agreement that the prescription co-pay shall be increased from \$2.00 per prescription to \$3.00. The savings are about \$10,000 per year.

Agreement that employees who carry less than full family medical coverage will receive annuity payments of up to \$1,000 annually, and more comprehensive coverage in benefits other than Blue Cross/Blue Shield. The cost is a minimum of \$25,000 (cost of members who did not carry full coverage and did not receive any annuity).

Salary reduction Medical Reimbursement Plan. The cost cannot be determined because administration of the Reimbursement is a per capita cost.

Agreement that teachers hired after September 7 could select, for the duration of their probationary periods, only an HMO (Selectcare) or Comprehensive Master Medical (a deductible plan with Blue Cross). The savings cannot be estimated because there may be no newly hired teachers affected by this agreement.

AUXILIARY SERVICES (PREP TIME)

Prep time will be increased for many elementary teachers through the use of Art, Music and Physical Education teachers. We estimate the cost at about \$16,000 (one half teacher).

There are a considerable number of other tentative agreements. they have not been listed because they make no significant financial impact.

Sincerely,

Frank Mancina,  
Deputy Superintendent  
Roseville Community Schools

Suggested Language  
Roseville Community Schools  
October 29, 1993

ARTICLE X - NON-SALARY ITEMS

Section 1  
THE SCHOOL DAY

	<u>Elem A</u>	<u>Junior &amp; Senior High</u>
Teacher's Duty Begins:	8:30	7:30
Instruction Begins	8:35	
Dismiss for Lunch	11:15	1/2 hour lunch
Teacher's Duty Begins	12:05	
Instruction Begins	12:10	
Dismiss Students	2:50	
Teacher's Duty Ends	3:00	2:05

D. Meetings and Conferences

1. ~~The teacher's day as outlined is the normal day except for Tuesdays. Each Tuesday, teachers shall be available for after school meetings as outlined below. The Administration and the Union shall arrange their meetings so as to avoid conflict.~~

- a. ~~The principal may schedule up to a maximum of eight (8) one half hour meetings for building meetings.~~

A principal may schedule a one-hour meeting in exchange for two one-half hour meetings provided there is prior mutual agreement between the principal and the staff.

E. School Improvement Planning Meetings

~~During the 1990-91 school year teachers in each elementary building shall designate one day to attend a thirty (30) minute School Improvement Meeting. The meeting shall be contiguous with the school day. During the 1991-92 school year these meetings shall be required no more than twice a month. During the 1992-93 school year no more than one meeting a month shall be required.~~

There shall be release time for meetings at the elementary schools one morning each month, usually the second Wednesday of the month. The meetings shall be scheduled by the Instruction department, the building principals or both.

ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL

Section 1

SENIORITY AND QUALIFICATIONS

Seniority and qualifications shall be the determining factors for teacher assignment, transfer, layoff and recall. EXCEPT COUNSELORS. COUNSELOR SENIORITY AND QUALIFICATIONS SHALL BE THE DETERMINING FACTORS FOR TEACHER LAYOFF AND RECALL. COUNSELORS' QUALIFICATIONS SHALL BE THE DETERMINING FACTOR IN ASSIGNMENT AND TRANSFER.

A. Qualifications

2. Qualifications for all other programs EXCEPT COUNSELORS shall be the proper certification and State requirements for the program. Present employees of such programs shall be deemed qualified in their program area. QUALIFICATIONS FOR COUNSELORS SHALL BE DETERMINED BY THE ASSISTANT SUPERINTENDENT.

NO INCREASE IN LONGEVITY; NO SEVERANCE

PROVIDED THAT THE ABOVE ARE ACCEPTABLE THE BOARD AGREES TO AN ACROSS THE BOARD SALARY INCREASE OF 3%, and an HOURLY RATE INCREASE OF \$.50 PER HOUR WITH THE FOLLOWING CHANGE IN SECT. 15.

ARTICLE IX SALARY ITEMS

Section 15

EXTRA INSTRUCTIONAL PROGRAMS (CONTINUED)

B. Regular School Programs

1. Driver Education, ~~Adult Education~~, Swimming Pool Supervisor, Planetarium Director, and Title I teachers employed on a part-time basis shall receive the contractual hourly rate.

ALTERNATIVE PROPOSAL: THREE YEAR CONTRACT, SAME AS ABOVE WITH 3% PROPOSAL FOR EACH OF THREE YEARS.

Submitted by: Frank Mancina,  
Deputy Superintendent  
Roseville Community Schools  
October 29, 1993