

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
REPORT OF FACT FINDER

Mediation Case No. D-84-D-1375

ROSEVILLE COMMUNITY SCHOOLS

and

ROSEVILLE FEDERATION OF TEACHERS

SUBJECT: Contract demands unresolved at expiration of collective bargaining agreement on 9/1/84.

APPEARANCES:

ROSEVILLE COMMUNITY SCHOOLS

Frank Mancina, Assistant
Superintendent,
Chief Negotiator

Lewis Maiorana

S. Thomas

Horace Hannan

ROSEVILLE FEDERATION OF TEACHERS

John Oleksyk, President

Erma Bosma

Becky Vasil

Dexter Keller

HEARING DATES: Pretrial August 31, 1984, Presentation September 12, 1984 and September 26, 1984

FACT FINDER: Sandra G. Silver

Roseville Community Schools

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Roseville Community Schools and the Roseville Federation of Teachers had a one year collective bargaining agreement which expired on September 1, 1984. Negotiations had gone forward for several months without success and the matter was taken to mediation with Mediator Richard Terepin. The Mediator met for three hours with the parties on July 16, 1984 but no contract was agreed upon. The school district petitioned the Michigan Employment Relations Commission to have the matters in dispute presented to a fact finder and Sandra G. Silver was appointed to conduct a fact finding hearing pursuant to Public Act 176 of 1939, Section 25.

The Fact Finder met with the parties on August 31, 1984 to review the issues to be presented and establish procedures for presentation at hearing. Two full days of hearing were held on September 12, 1984 and September 26, 1984. The parties agreed that the contract which had expired on September 1, 1984 would be extended during the period in which the fact finding was taking place.

Both parties were extremely cooperative in meeting all requests for information and documents. The presentations were complete providing the Fact Finder with printed documentation in support of contract demands and full budgetary information and analysis. The documentation was voluminous and detailed and has been fully reviewed the Fact Finder.

The Federation has put forward five demands and the School District has also placed five demands at issue. Each of these demands will be discussed separately by the Fact Finder. Budget

analysis and discussion is reserved until the salary demands made by both parties are reviewed.

OVERLOAD PAYMENT AT THE SECONDARY LEVEL

The present contract, Article X Section 3, provides that every effort shall be made to limit each class to thirty one pupils but not to exceed thirty three. The contract goes on to provide for payments to teachers for student overloads which occur beyond that. Some reference to limitation on class size has been in the contract between the parties since 1969.

There was a recognition on the part of the School District that efforts needed to be made to continually reduce the class size. An earlier payment formula was established by which elementary teachers were paid one-thirtieth ($1/30$) of one one-hundred-eightieth ($1/180$) of the teacher's salary per child over the contract limits. The Federation's present demand is an effort to bring secondary teachers within the same formula. The Federation demand is for one-fifth ($1/5$) of one-thirtieth ($1/30$) of one one-hundred-eightieth ($1/180$) of the teacher's salary per child over the contract limits. Thirty represents class size, each secondary teacher teaches five hours and the school year is a minimum 180 days.

The present contract provides for the payment of One Hundred Fifty Dollars for an overload of 1-5 students, Three Hundred Dollars for an overload of 6-10 students and Four Hundred Fifty Dollars for an overload of 11-14 students.

The Federation contends that the increased payment for each group of 1-5 students would be only Fifty Dollars per teacher to approximately Two Hundred Dollars per year. The District maintains that "the actual increase would be almost seven times

as much. Currently, five students cost One Hundred Fifty Dollars. The Union proposal would cost One Thousand Thirty Three Dollars". (Board closing statement.) The formula is an effort to bring secondary teachers up to the same level of payment as that presently paid elementary teachers for overloads. It is also a formula calculated to remunerate teachers on a per pupil basis, when most other payments are based on a time spent effort. In the past year, the Board of Education has paid One Hundred Sixty Thousand Dollars for overload payments to all teachers. The Board's rejection of the Union demand is based primarily on the financial burden represented and the inability to pay the increased cost.

The Federation has argued that it is only the financial penalty involved that will keep the District within the class limitation guidelines established in the contract. The Union has never argued that they were proposing the increase in overload payments for secondary teachers on the basis of increased compensation. There is admittedly an effort to place secondary teachers at the same level as elementary teachers for overload payments. The Union considers that the District has abused class size limits and that the teachers involved have an added work responsibility for which the new formula would adequately reimburse.

The District has also argued that increase in class size is solely the result of financial difficulties in the District which result in the layoff of teachers. A cycle is thus begun wherein the District lays off teachers to meet budgetary constraints,

class size is thus increased and the District is forced to make overload payments to the remaining teachers which adds further budgetary strains.

If one hundred fifty teachers are affected (the approximation of the Union) and if the computation of the cost is One Thousand Thirty Three Dollars, (computation of the Board) then the cost to the School District is Sixty One Thousand Nine Hundred Eighty Dollars (\$61,980). The present cost of secondary teaching overload at One Hundred Fifty Dollars for one hundred fifty teachers is a mere Nine Thousand Dollars. The increase called for is seven hundred percent and this is based only on the overload being in the 1-5 pupil level. That expenditure of funds could more effectively be used to hire two new teachers to reduce overload, or to raise the compensation level of all teachers.

The differential between elementary and secondary level teachers is a reflection of the continuous time elementary school teachers spend with their students and the greater need for individualized attention at the elementary school level. In an exhibit presented by the Federation on priorities established by the school system, a maximum of thirty students for K-3 classes was set up. A reduction to twenty nine students per class was recommended for the secondary level. There is never any question that reduced class sizes result in better teaching for the students. However, the cost of the Federation proposal represents an increase of such magnitude that more economic means could be found to reduce the class size if that is the aim of the proposal. The Fact Finder has suggested further hiring. The

overload penalty, from evidence submitted, has not deterred larger class size. That appears to be a function of circumstances such as enrollment, layoffs, etc.

AUXILIARY: SERVICES RESTORATION OF VOCAL MUSIC

Due to layoffs two years ago in the Roseville School District, vocal music service has been dropped from the curriculum in the elementary schools. The Federation has proposed the restoration of 3.5 vocal music teachers at an estimated cost of One Hundred Twelve Thousand Dollars. Although the proposal for restoration of vocal music focuses on the service to the students and the creation of 3 1/2 positions, the central aim of the proposal appears to be the restoration of lost prep time for the teachers.

The provision of vocal music would give teachers of grades 1-5 thirty minutes a week in preparation time and 15 minutes per section per week for kindergarten teachers. Presently, the District is paying Twenty Eight Thousand Five Hundred Dollars for compensation for the elimination of the prep time through the loss of vocal music.

The District argues that the actual cost of this service would be One Hundred Fifty Seven Thousand Dollars because afternoon recess would have to be implemented at a cost of Fifty Six Thousand Dollars in addition to the Eighty Three Thousand Five Hundred Dollars which the Federation estimates is the net cost. No explanation was offered the Fact Finder to explain the payment for P.M. recess.

In a graphic presentation to the Fact Finder, the District has presented a comparison with other school districts relative to the length of the school day, instructional time by teachers and preparation time. Roseville teachers have comparatively a

shorter amount of prep time scheduled into the day which would support the Federation's proposal for the necessity of this addition to the budget. However, Roseville teachers also have comparatively the shortest instructional duty day of any district presented. Although the Federation's proposal attempts to restore something which the elementary teachers had previously, there has been no demonstration of the imposition of onerous duty requiring additional prep time. Again, fine arts, of which vocal music is a part, is a priority of the school district. The District appears to be cognizant of the desirability of such a program, but has made budgetary choices setting other priorities. The Fact Finder is of the opinion that there has been no demonstration of great need relative to other needs expressed by both the Federation and the District for the expenditure of these dollars.

AUXILIARY SERVICES: PHYSICAL EDUCATION

The Federation proposes the addition of thirty minutes per week of physical education services to kindergarten classes. Again, this would provide thirty minutes per week of additional prep time for kindergarten teachers bringing them to the level of other elementary school teachers. The benefits to the students is apparent for additional motor training.

The Federation contends that there was no cost in this school year for the provision of this service since there was available time from physical education teachers already on the payroll. If the District had to employ the services of 2/5 of a teacher, the cost would only be Fourteen Thousand Dollars. The District's greater concern appeared to be that if cutbacks occurred in the future, that the District would then be liable for lost preparation time.

Kindergarten teachers had lost the preparation time represented by the elimination of vocal music and additionally have thirty minutes of prep time less than all other elementary school teachers. The small cost involved in providing physical education for kindergarten would appear to be a matter that provides parity at little cost. This might further improve the performance of kindergarten teachers who frequently teach at several schools and always have two completely separate classes. The District's concern about the future possibility of cutbacks is speculative at best. The demand appears to be one well within the budgetary constraints of the current financial condition.

RESTORATION OF COUNSELING SERVICES

The Federation proposes that a counseling ratio of 350: 1 be restored at the secondary level. The District has rejected the demand again on the basis of cost and budgetary restraints. The District position is that an additional counselor at the junior high level where the present ratio is 550: 1, is a non-essential personnel expenditure.

It is readily apparent that such a high ratio cannot provide the students with any great degree of counseling services. No testimony was presented giving any indication to the Fact Finder of what the demand for counseling services is at the junior high level. It is known that at the high school level, counselors are frequently and continuously involved with college application, vocational training and job placement after graduation. These issues do not exist at the junior high level, although other problems may exist for which counselor services are required. The District seemed satisfied with meeting the demand by having counseling duties performed by administrators in the buildings involved. Without further demonstration of the essential nature of the service provided, the Fact Finder cannot override the District's decision to have junior high administrators perform counseling services in preference to the hiring of additional counselors with its concomitant cost.

HOURLY RATE

The Federation has demanded an increase in the hourly rate from \$10 an hour to \$11 per hour for teachers providing services in Driver Education, Night School, Summer School and after school meetings. This is a direct demand for an increase in compensation in selected areas.

The hourly rate of \$10 was established in 1980. No increases had been provided to teachers of those services in the last four years.

The \$10 per hour rate is well below the rate which teachers are generally compensated (approximately \$30 per hour). A comparison with other districts in Macomb County shows that a majority of the school districts pay in excess of \$10 and some are in excess of \$11 an hour. Since some of the expenses of driver education and night school are reimbursed by the State, and by the payment of student tuition in summer school and night school, the cost to the District directly is minimal.

The District has estimated a total cost increase would be \$12,960.00. The District has not stated how much of that money would be reimbursed from either tuition or state programs. Nevertheless, the cost to the District is quite minimal and the teachers providing the services would not be excessively paid at \$11 an hour.

PERMANENT SUBSTITUTES

The District has proposed a new payment schedule for permanent substitutes who are defined as laid off district teachers who are working as substitutes for more than two weeks. The present system of payments to permanent substitutes is that for days 1-10 worked, the teacher is paid on a per diem substitute rate with no benefits. On day 11 to the end of the assignment, the permanent substitute is paid the regular contract salary plus benefits. The District has proposed that the per diem rate be extended to the 20th day for 1984/85 and through the 40th day in 1985/86. Benefits are to be paid beginning on the 21st day in the first year of their proposal consisting of one sick day per month plus Blue Cross/Blue Shield. In 1985/86 benefits would begin on the 41st day in the same way.

The Union argues that permanent substitutes perform all the duties and responsibilities of any other teacher and are entitled to a regular contract salary with all benefits.

The persons to whom this problem applies are substitute teachers who are filling the position of a teacher whose illness or leave of absence extends for a lengthy period of time. Those teachers who have been laid off and are called in as substitutes for such positions are the ones at issue. At no time during the hearings was the Fact Finder made aware, or informed as to how teachers who were not laid off, but were serving as substitutes on a lengthy basis are to be treated.

New rulings from the courts and the tenure commission have made it clear that a position which is being filled, but for whom there is an incumbent employee who may return, is not to be considered a vacancy. These positions are substitutes, but they are indeed fulfilling the job of teachers in the same manner and requiring the same skills and duties as any other teacher. A previous arbitration opinion held that a permanent substitute was to be paid at the regular contract rate after two weeks on the job.

Since both parties agree that a permanent substitute is only a laid off teacher who is employed as a substitute for more than two weeks, the Fact Finder will not discuss what pay other persons employed as substitutes on an extended basis are entitled to. However, the cost to the school district in the past resulting from the arbitrator's ruling, was \$137,000. The situation does not, however, continue at that same level. The number of laid off teachers with extended assignments was 17 last year. There was some disagreement as to how many laid off teachers still remain who could possibly fall into this category, but it did appear that this would only affect several teachers in the coming year. As the number of laid off teachers has been reduced by either recall, or attrition, the problem itself becomes reduced as does the cost to the school district. Again, the Board's concern appears to be more with what might happen in the future in the event of extensive layoffs, than it appears to be directed to the actual facts of the present. The Fact Finder does not engage in future speculation, but what is going to occur

under the immediate contract. Since there has already been one arbitration opinion on this issue, and these teachers are essentially no different than any other teacher, it is the Fact Finder's recommendation that the compensation should remain the same.

PERSONAL DAYS

The District has proposed that personal days allowed under the contract only be used for urgent personal business, which can only be conducted during regular working hours. The Board wishes to require contract language that would mean that teachers would have to obtain prior approval of a use of a personal day 24 hours in advance of their absence. The Board wants to establish that no personal days be used in conjunction with vacation days.

It is clear that the Board wishes to reduce the use of personal days with complete freedom, which conceivably allows teachers to reduce the annual number of days worked. Under the present system, teachers may use personal days at their own desire, no approval is necessary and it is certainly possible that vacation time could thus be extended.

The concerns of the District are obvious, however, no evidence was presented that the use of these days was being abused, or that teachers were taking extended vacations. The original Board proposal was revised in its' summation to only apply to those teachers who are hired after December 1, 1984. Essentially this would establish two classes of teachers, one of which would retain liberal use of personal days and the other group of teachers who would have to obtain approval. The Fact Finder can see no demonstrable reason for maintaining such a division among the instructional staff which may lead to divisiveness and problems in the future.

SALARY FOR TEACHER'S RECALL FROM LAYOFF

The school Board has proposed that in the event that layoff is necessary that teachers may be solicited to request a voluntary layoff. If such a request is approved, the teacher would be laid off and continue to receive health insurance for the balance of the school year through August 31 at board expense. Teachers would also receive seniority credit for the time spent on layoff and experience no loss on the salary schedule. It was further proposed that a teacher who is laid off and receives unemployment compensation benefits in the summer following the layoff, but who is subsequently recalled to teach at the beginning of the school year, will be paid his salary less the unemployment compensation received. At no point in this proposal would the teacher involved receive less in toto than the salary they would otherwise have received in the course of the school year.

The school district pays dollar for dollar on all unemployment compensation claims. They are self insured in this area and an unemployment compensation claim made by a teacher who is laid off at the end of the school year collects compensation is in reality paid by the District. If that same teacher is then recalled at the beginning of the school year, then that teacher on the regular salary scale, receives a bonus in the form of unemployment compensation for those summer months.

These teachers receive extra compensation from the unemployment claim, but have experienced the anxiety of layoff

and have no assurance that they will be recalled in September. It has been held by the Michigan Employment Security Commission, and the courts, that such unemployment claims by teachers over the summer are entitlements under the law. It is also true that if that teacher is recalled that he/she will receive more money on an annualized basis than teachers who had not been laid off. This school district, it is quite apparent, cannot always determine what the needs will be in September due to changing school enrollment. Budget considerations may also change from the time of layoff until the start of school. If the District is to comply with the Teacher Tenure Act, notice of layoff must be made in the June to provide the notice necessary under the law.

There is obviously a bind between the mandates of various laws governing the situation. The laid off teachers are entitled to unemployment compensation, the District is paying extra monies for having failed to predict its' exact personnel, needs and the teacher involved is receiving more money than other teachers although experiencing the pain of layoff. The Fact Finder can well understand the Board's need to get out from under what it perceives as bonus payments for laid off teachers. However, as the law is presently constructed, there appears to be no alternative. The deduction of unemployment compensation from the salary received by the recalled teacher would pay the teacher reduced payments as compared to their co-workers. This would be a punishment for having received a benefit to which the teacher was entitled by law. Since the matter is presently pending before MERC under a unfair labor practice charge, it would not be

appropriate for the Fact Finder to make a recommendation in this area. The Fact Finder can also not instruct, nor propose a draft proposal that would waive any employees rights under any of the laws of the State of Michigan. This issue is one to be resolved by the appropriate courts and agencies and does appear to the Fact Finder not to be an appropriate issue for collective bargaining at this time.

NORTH CENTRAL ACCREDITATION

The Board has proposed that an addition be made to the assignment and transfer language presently in the collective bargaining agreement that high school teachers would be qualified under North Central accreditation policy before being placed in any teaching assignment. In the present contract, Assignment and Transfers, it is contended, are made on the basis of certification alone, certification being interpreted as qualified.

Previously, the parties have entered into a Memorandum of Agreement by which the Union agreed that North Central accreditation will not be violated because of teacher certification deficiencies. It is the Board's position that teachers having already agreed to this, should make the North Central Accreditation qualifications part of the actual contract.

Evidence was submitted that in order to maintain accreditation of the high school with North Central, further and continuing violations would not be tolerated. There has already been a second warning from North Central concerning the qualifications of certain teachers.

The Board has also offered to pay the costs of a teacher taking the additional educational credits to meet North Central qualifications in the subject matter which they teach. Correspondence from the committee for accreditation was submitted into evidence showing teachers who were in violation of the qualification requirements.

The Federation is opposed to this addition to the contract on grounds that it will affect transfer and assignment rights presently held by the teachers. Further, the Federation points out that a third party is in essence being given control over the rights of the employees, without any recourse. The Federation expressed concern that the Board could so manipulate matters that a teacher would be out of a job if free transfers were to be allowed always under the excuse that it was being done to meet North Central accreditation requirements.

The Fact Finder has carefully reviewed the assignment and transfer provisions of the present collective bargaining agreement. The rights under the provisions are primarily based on seniority, certification is qualified although there are sufficient references throughout these contract sections to qualifications as a minor or major to make subject matter qualification an issue. Since the Federation has already agreed that it will not do anything to interfere with accreditation by North Central, it has in effect already agreed to the Board proposal. No evidence was presented that the Board was trying to manipulate teachers, of whom it disapproved, out of a position using the North Central excuse. Teachers have been warned of the qualification violations, asked to take continuing education and many have so complied. Those qualifications do not seem unreasonable. Seniority cannot always be the sine qua non of every employee right. The maintenance of North Central accreditation is important to the school system and the students it provides with an education. The teachers and their dedication

to their job should be as willing to make quality a part of assignment and transfer as is the Board. From every perusal of the contract it does not appear to the Fact Finder that any important or basic employee right is being sacrificed by this addition to the contract.

SALARY PROPOSALS

The crux of the parties being unable to reach an agreement lies in the strong differences on salary proposals and demands. The school district has offered the teachers a 2% increase plus 1% COLA (with a 3% cap for the year 1984/85). The District's proposal also offers for the subsequent two years a 1% increase and .5% COLA capped at 1.5%. The Federation has demanded a 10% increase. Both parties agree that each 1% increase in salary costs the school district \$100,000.

The annual Board estimated budget has been submitted to the Fact Finder, as well as the annual forms submitted to the State of Michigan. All of this information cannot be totally absorbed and analyzed by the Fact Finder in the brief period of time in which this has occurred, or without the assistance of expert accountants. However, certain information is ascertainable. The question of salaries cannot be resolved without an analysis of where the money is.

The total budget for the Roseville school district is based on expenditures of \$21,075,929.00 with an estimated student enrollment of 7,419 students. The cost of educating a child in Roseville is now \$2,841.00. (Board Exhibit, Estimated Budget 1984/85). These costs are made up of multiple factors including capital expense for buildings, maintenance and administrative and instructional salaries.

This year has seen some increases in revenues and general improvement in the financial condition of the Roseville Community Schools. The District's annual financial report shows a general

fund equity balance of \$143,357. There has been an increase in the state equalized valuation on which property taxes are based in the community resulting in an increase in revenues of some \$226,688. The District was also the recipient of increased state aid, for quality instruction program resulting in an additional \$207,000. Additionally, a major point of the budget discussions before the Fact Finder centered upon how the sale of a school building resulting in a once only payment of \$300,000 should be accounted for. The Fact Finder is well aware that the sale represents a once only increase, but that money is presently available.

In a summary presented as an exhibit in the school District's presentation, the total increases were shown as \$747,588. Proposed expenditures in the exhibit amounted to precisely the same amount and included a proposed salary increase of \$615,095. That amount was budgeted within the offer which the Board has made to the teachers. Increase in salaries specifically budgeted for teachers as shown in the annual report, however, was \$188,387. The Fact Finder is unable to reconcile these two figures which represent information not available to her. It is possible that the smaller figure represents budgeted salary increases already mandated by agreements with administrators and other bargaining units. The larger figure of \$615,095 represents a budgeted increase including the offer to instructional personnel.

The Federation contends that a 10% increase is justified in that teachers had to accept a salary freeze a few years ago and

have not yet recovered. County-wide teachers' salaries were submitted comparing the teachers in Roseville with teachers in other Macomb County school districts. In charts presented, it appears that the Roseville teachers are presently ranked 20th in Macomb County, based on a comparison of the MA-maximum salary received by teachers throughout the county. At one time, Roseville ranked 5th in the county, but now is 20th in the 23 districts shown. The present salary for a Roseville MA-max teacher is \$30,221 and the district's offer of a 3% increase would place them at \$31,127. This would, on a comparative scale, leave the Roseville teacher \$4,522 below that amount paid the top district and a max of \$35,649. Although the salaries paid teachers elsewhere are not controlling, there is no question that Roseville is substantially below the amount being paid in similar communities throughout the county. The average amount paid throughout the tri-county is \$31,990 which is still above the district's proposal which would place the teachers at \$31,127.

There appears to be no solid evidence presented as to why Roseville Community Schools have fallen so far below the amounts paid in similar communities for the same work. The school district itself is not under any severe budgetary restraints at this time. Other collective bargaining agreements within the school district have been settled at a 3% level. However, administrators did receive a 6% increase in an effort to make up their salaries which had been frozen a few years earlier. That consideration was not being offered the teachers in the Board proposal.

The Federation has criticized those amounts budgeted for replacement in capital improvement and for plant maintenance. Ample evidence was presented by the District to show the necessity of repairs and capital improvements on buildings and parking lots throughout the system. The Maintenance Department's requests were far in excess of the amounts budgeted. Costs of new roofs and resurfaced parking lots, as budgeted seem modest compared to the demonstrated needs of the District. To maintain a good school system requires that the surroundings in which instruction takes place are clean, safe and in reasonable repair. Descriptions of chuck holes, crumbling black top, leaking roofs, etc. are sufficient to this Fact Finder that those expenses are necessary to the maintenance of the school district.

The Federation also presented arguments in opposition to other budgetary items. For example, the Union contends that inflated figures are used on costs for permanent substitutes, unemployment compensation and insurance premiums. After much discussion, new evidence was presented showing that the amount budgeted for insurance premiums was indeed accurate.

This Fact Finder cannot second guess all the priorities chosen by the school Board. The Board of Education is elected by the citizens and responsible to them. They are the ones who are legally authorized to set the priorities of the school district. It is only when a school Board fails to completely recognize the needs of its employees and deliberately allocates funds to avoid salaries, or refuses to raise revenues necessary to pay the employees that a Fact Finder is responsible for making that

public. Such problems do not appear to be an issue in Roseville Community Schools.

Similarly the school district cannot continue to speculate about future increases in enrollment, or in state aid, or in the possibility that financial hard times will again descend on the District. Given the cyclic nature of this area's economy and that of the nation itself, everyone is aware that some years will be better than other years. The Fact Finder cannot base her findings on the possibility that there will once again be problems. Those problems must be resolved at the time they occur. The School Board of the Roseville Community Schools has managed the revenues entrusted to them with prudence. That is reflected in the general fund equity surplus from the prior years. However, the improved financial condition of the District and the fact that it has been argued that the sale of a building results in a once only payment cannot be ignored. The Roseville Community School teachers are underpaid on a comparative basis to surrounding communities and there are presently funds available to improve their relative position.

The Board offer of 3% is far below the funds available to meet teachers demands. The Fact Finder accepts the expenditures budgeted for capital improvements and maintenance. There is still some \$300,000 available for increases in salaries. It is the Fact Finder's recommendation that the teachers receive a 6% increase in the first year of the contract and the Board offer of 1.5% in the second year of the contract. Given the lengthy period of time which it has taken the parties to negotiate a

contract for this year, it is the further recommendation of the Fact Finder that a two year contract be the goal of the parties.

LONGEVITY

The Federation has proposed an increase in the payments for longevity presently being made to the teachers. The present scale of payment is as follows:

<u>YEARS</u>	<u>PRESENT PAYMENT</u>	<u>PROPOSAL</u>
14	\$ 100	\$ 200
15-20	\$ 500	\$ 750
21-25	\$ 750	\$1000
26-30	\$1000	\$1250

The Federation approximates the cost of this increased longevity payment at \$75,000. It is estimated that 300 teachers of the 369 would be affected by this increase. The Board opposes the increase on grounds of budgetary restraints and rejects the demand completely.

Again, the Federation submitted longevity payments being made in other school districts as comparables. The result of analysis of these comparables, however, produces a different result than that from the analysis of salary scale. In the payment of longevity, Roseville Community Schools appear to be on a median or slightly higher level than the communities presented. It is difficult to make a direct comparison as the formulas used are based somewhat differently with some of the districts being much higher at the most senior end of the scales, but lower at the beginning levels. In toto, it is the Fact Finder's conclusion that the payments made for longevity are reasonable at their present levels and well within the range being paid within other districts.

The funds available to meet the longevity payment demands of the District are not completely unavailable. The Fact Finder has chosen, in this report, to allocate those available funds to a general salary increase. As the parties are well aware, 1% equals \$100,000 in salary payment. A reduction in the recommended salary payment would free those funds for longevity payments. The available funds to the school district cannot be stretched to meet both demands.

CONCLUSION

The parties have not reached an agreement through negotiation and it is hoped that this report of the Fact Finder will assist them in coming to an agreement. Neither party has taken positions which can be totally justified. As in all negotiations, neither party is ever able to gain everything it demands.

By ignoring future speculations and recognizing present gains, many of the salary demands of the teachers can be met. Similarly, the teachers must recognize other financial demands being made on the District, if it is to continue to provide instruction at a quality level. Further improvements in the school's financial situation could result in additional hiring in solution to the chronic class size problem.

The parties are to be congratulated on their genuine effort in bringing forward information to the Fact Finder. That same dedication can be directed at drafting the terms of a collective bargaining agreement which will meet the needs of all concerned.


SANDRA G. SILVER

Dated: October 11, 1984