

12/16/76

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In Re: Fact Finding:  
Springport Public Schools  
and  
Jackson County Education Association

Case No. L76 E-360

FACT FINDER'S REPORT

BACKGROUND

On September 28, 1976 the Jackson County Education Association petitioned the Michigan Employment Relations Commission for fact finding in its dispute with the Springport Public Schools. This was after negotiations and the efforts of a Mediator left the parties still far apart on certain key issues.

Classes opened on schedule and the school year has proceeded thus far without work stoppage. It is understood that any new contract will be retroactive to the start of academic 1976-77.

The fact finder's hearing was held on November 18, 1976 at the Superintendent's Office in the Springport Public Schools. A few days prior to the hearing the fact finder was informed that the parties had resolved several outstanding issues through collective bargaining. The remaining issues for the fact finder's recommendation were: salary schedule, extra curricular schedule, health and dental insurance, sick bank and duration of the agreement.

Appearing on behalf of the Association were:

Kirk Curtis

Executive Director, Jackson  
County Education Association

Ed Hildebrant

William J. Linburg

Ann Graham

Bob Marshall

Muriel Buchin

David Lutzka

Participating for the Board were:

Joe Mosier

Attorney for Springport Public Schools

Warren Dolsen

Superintendent Springport Public Schools

Emily Schmidt

Member, Board of Education Springport  
Public Schools

Both parties were extremely well prepared and made telling arguments in support of their positions. All but one issue related to economics.

The issues to be considered were as follows:

#### SALARY

The salary schedule of the Springport Public Schools is low in actual amount as well as in comparison to almost all the other school districts in Jackson County. This was admitted to by the Board as well as the Association. Both sides of course differ on the question of the ability of the district to find the respective demands.

The salary schedule for 1975-1976 was as follows:

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
0	8793	9344
1	9127	9708
2	9387	10,063
3	9825	10,438
4	10,160	10,795
5	10,495	11,150
6	10,958	11,669
7	11,371	12,105
8	11,839	12,598
9	12,279	13,060
10	12,778	13,584
11	13,332	14,247

The Associations demand amounts to a 14% increase at all levels. The Board has offered a straight \$125 at each step. The percentage increase varies from 1.4% at the B.A. minimum to .9% at the B.A. maximum, 1.3% at the M. A. minimum and .9% at the M.A. maximum.

The Board considers step increases as part of the total package but traditionally this has been looked upon as paying for the increased experience a teacher brings to the job and the improved performance resulting from that experience. Therefore, while the step increases do constitute increased costs to the Board they ought not to be considered as part of a negotiated salary package. They are not disregarded however, in any consideration of the Board's ability to pay or the total costs of my recommendations.

The Springport Public School District is a comparatively poor district. The issue boils down to where the money above the Board's offer is to come from and both parties appear to zero in on the Fund Equity, that is, the amount of revenue over expenditures. The Board does not like to dip into these funds since it considers them a hedge against late payment of state aid and/or cuts in state aid to the district. Yet the Board's offer is grossly inadequate even by their own admission. The cash difference in cost between the Board's offer and the Associations offer is \$87,529. As a former budget person I am sympathetic to the Board's problem but nevertheless do not consider it equitable for the teachers to bear such a large share of the burden of the Board's financial inadequacy. That the Board alleges to have no difficulty in filling positions at the low salary levels, does not answer the problem of the continual bottom of the salary scale that Springport teachers find themselves in. I therefore, recommend that teachers salaries be increased over a two year period with a 6% raise across the board each year. This would not be out of line with increases in the cost of living and certainly not out of line with other negotiated settlements in Jackson County.

The salary schedule for the district for 1976-1977 would be as follows:

## BA

<u>Step</u>	<u>75-76 Scales</u>	<u>Bd. Offer</u>	<u>Ass'n Offer</u>	<u>Recommendation 1976-77</u>
0	8,793	8,918	10,024	9,321
1	9,127	9,252	10,404	9,583
2	9,387	9,512	10,701	9,950
3	9,825	9,950	11,200	10,415
4	10,160	10,285	11,582	10,770
5	10,495	10,620	11,964	11,125
6	10,958	11,083	12,492	11,615
7	11,371	11,496	12,962	12,053
8	11,839	11,964	13,496	12,549
9	12,279	12,404	13,998	13,016
10	12,778	12,903	14,566	13,545
11	13,332	13,457	15,198	14,132

## MA

<u>Step</u>	<u>75-76 Scales</u>	<u>Bd. Offer</u>	<u>Ass'n Offer</u>	<u>Recommendation 1976-77</u>
0	9,344	9,469	10,652	9,905
1	9,708	9,833	11,067	10,290
2	10,063	10,188	11,471	10,667
3	10,438	10,563	11,899	11,064
4	10,795	10,920	12,306	11,443
5	11,150	11,275	12,711	11,820
6	11,669	11,794	13,302	12,369
7	12,105	12,230	13,799	12,831
8	12,598	12,723	14,361	13,354
9	13,060	13,185	14,888	13,844
10	13,584	13,790	15,485	14,399
11	14,247	14,372	16,241	15,102

The cost of the recommended salary package is \$743,860. This represents a cost figure of \$59,475 above that offered by the Board and \$28,054 less than the cost of the Association's offer. While this recommendation might appear tilted toward the Association's offer it should be made clear that this recommendation for the current year does not substantially improve the standing of Springport's teachers in comparison to the other districts in the county and represents less than most of the other settlements in Jackson County. It is for that reason that I recommend a similar 6% increase in the next years' contract for which the Board hopefully will be able to plan ahead. It is for this reason that I recommend deferring increases on the other cost items till next year.

#### HEALTH INSURANCE

The Association wishes to have the Board fund a better or higher level of coverage from one of three choices: MASE-Set Ultra Med C, MESSA Super Med II, or Blue Cross-Blue Shield similar coverage. The Board offers continuation of MASE-Set Ultra Med B, the premiums of which have gone up for the current year by about 47%. The Board would also like a cap figure per employee to be instituted for health insurance at the present level. The Association is opposed to setting a cap on the Board's contribution. In addition the Board does not desire to change carriers or plans unless a cap is placed. The Association would of course like to provide improved coverage for its members. The Association also claims that this could be accomplished without much additional costs by a change of carriers, a claim of which the Board is dubious. I recommend for the current year (first year of agreement) continuation of the present plan but negotiation for one of the improved plans by the parties for next year. If the Board still prefers at that time continuation of coverage by the same carrier it should move up to MASE-SET Ultra Med C but should negotiate with the Association for possible changes which might be mutually beneficial to both parties.

#### DENTAL INSURANCE

The parties differ on this issue as well. The Association quite naturally wishes a more comprehensive coverage while the Board would prefer no change from the present coverage. The Board bases its opposition to any change on its lack of resources available for improvement. The difference in the cost between the Associations proposal and the Board's proposal is \$7,385 a year. If a change were made starting January 1, 1977 the cost would be \$5,538.75. The improved plan would appear to be much more beneficial to the members as I was able to analyze the coverage of both proposals. Yet, recognizing the Board's dilemma and believing that improvement of the salary package should be the first priority this year, I recommend a deferral of an improved dental care plan until next year. Again it would be hoped that the Board could plan for the change in that the difference would not be a major cost item if it can be built into the budget of 1977-78.

#### LONG TERM DISABILITY AND/OR SICK BANK

The Association is asking for some form of catastrophic salary continuation plan. Long term disability insurance would be handled through an insurance carrier while a sick bank would be handled through a pooling of available sick days and could vary as to how it is set up. Certainly the desire for some sort of long term income maintenance protection is readily understandable. However, there are only a few districts in the county which have one or the other plan and they seem to be the richer districts. I don't recommend instituting either plan for the period in question but rather recommend that the parties negotiate this question at a future contract negotiation after there has been more experience in more districts adopting one or the other plan. More experience in one of these plans would enable the Board to make longer range projections of the costs of this type of protection.

### EXTRA CURRICULAR PAY

This issue deals with the percentage of base salary received by faculty members for their extra curricular work (i.e. coaching, directing plays, debates etc). The Board's proposal leaves it pretty much as it was in 1975-76 with a few minor changes. The Association favors more or less a 2% increase in the percentage paid to these teachers for these activities. A further argument was made by the Association alleging that the Board might be in violation of Title IX regarding inequality of pay for similar work performed by women. Inasmuch as the base pay will be raised in the district if the salary recommendation is agreed to, I recommend adopting the Board's proposal on this question mostly due to the cost factor. However, this should not preclude the Board making any necessary adjustments needed to avoid sex discrimination. The Association should cooperate with the Board to get a resolution of this question.

### DURATION OF CONTRACT

The Board favored a two year contract while the Association preferred a one year settlement in the absence of knowledge as to what the second year would bring. The position of each side is readily understandable. I recommend a two year settlement for several reasons. One would be the recommendation of a pay package for two years which could substantially improve the position of Springport's teachers while giving the Board a period to make the necessary adjustments. Certain other benefits would emerge such as the ability of the parties to concentrate on other issues not covered or deferred by this recommendation

### CONCLUSION

To recapitulate, the specific recommendations of this report are as follows:

1. Salary increases: 1976-77 6% to all steps; 1977-78 6% at all steps. No change during this period of eligibility in definition of BA + 30.

2. Continuation of present health insurance coverage for 1976-77 but going to one of the improved packages for 1977-78 (Either convert MASB Set Ultra Med B into Ultra Med C or negotiate one of the other improved alternatives.)
3. Continuation of present dental insurance for 1976-77 but going to more comprehensive coverage for 1977-78 either through the Delta Plan or one of similar coverage by another carrier.
4. Continuation of the Board's offer for compensation of extra curricular activities except those changes necessary to comply with Title IX (sex discrimination)
5. The recommendations are for a two year period 1976-77 and 1977-78.

I wish to thank both parties for the excellence of their presentations and to express the sincere hope that this report will provide a satisfactory basis for settlement.

Bernard Klein

Dated: December 16, 1976

BERNARD KLEIN, Fact Finder