

16944
STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Before

Gerald E. Granadier

Fact Finder

FF 8/3/81 Lib 1.
Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TRENTON PUBLIC SCHOOLS,

-VS-

MERC FACT FINDING
CASE NO: D79 F-1538

WAYNE COUNTY MEA/NEA
_____ /

FACT FINDERS REPORT AND RECOMMENDATION

The undersigned, GERALD E. GRANADIER, under appointment as a Fact Finding Hearings Officer as of April 23, 1981, by the State of Michigan Department of Labor, Employment Relations Commission, to conduct a Fact Finding Hearing in the above cause, pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Board's regulations in connection therewith, and to issue a report with recommendations with respect to the matters in disagreement between the above-mentioned parties, and in accordance therewith Hearings were commenced on 5/8/81 and 6/10/81 at 1200 First National Building, Detroit, Michigan and continued on 6/22/81 at the offices of the MERC.

Appearing for the Trenton Board of Education:

Ian M. McDonald, Attorney

John F. Doyle, Asst. Superintendant

John J. Chapman, Director of Personnel

Donald N. Kolcheff, Director of Support
Services

Appearing for the Wayne County MEA-NEA:

Kenneth Gabel, Uniserv Director

George R. Trudell, Uniserv Director

Genevieve Sobak, District Negotiator

James E. Monroe, District Negotiator

Trenton Public Schools

James R. Whiteside, District Negotiator

Kathryn Karns, Local Vice President

The parties were given every opportunity to furnish all pertinent testimony and information into evidence and further, exhibits in support of testimony by each of the parties were given full opportunity to add to the exhibits furnished at the hearing and each supplied same to your Fact Finder. The parties summarized their respective positions and set forth, in full, oral and written arguments in connection therewith. Your Fact Finder, being fully advised in the premises, reports as follows:

Background: The City of Trenton is located in the Southeastern portion of Wayne County in the area commonly referred to as "Downriver". The City, within approximate 7 square mile area, is bounded by Riverview on the north, Woodhaven on the west, Gibraltar on the south and the Detroit River on the east. The population of approximately 25,000 persons resides in predominantly single family units and is a mixture of blue-collar, professional, executive and self-employed heads of households. The school district operates five elementary schools, one middle school, and one high school for the 4,639 students from the community. In addition, the Trenton Public Schools is the catchment center for hearing impaired students of southern Wayne County. In service to the community, the district employs 253 teachers, 132 support personnel, 34 clerical personnel and 15 administrators. The educational program offered to the students of Trenton Public Schools is comprehensive, progressive and effective.

Further, it appears to the Fact Finder that the school board of this District has exercised fiscal responsibility and integrity of the highest order in its undertaking to carry out what is felt was its promises to the tax payers of their community and in maintaining a school district which they feel meets the need of a modern society. The teachers of this district, on the other hand, likewise strongly feel that they have a commitment to the student of this district and appear to be constantly desirous of improving quality education in order to meet the needs of a modern society. With the obvious sincerity of each of the parties herein, the task of determining the recommendations as hereinafter set

forth, was indeed a most difficult one.

Negotiations were commenced by the parties and despite the efforts of a mediator the parties were unable to conclude an agreement. The following is a list of open issues submitted to your Fact Finder upon his appointment.

1. Teacher Evaluation:

Union Position: The union wants the right to grieve if the evaluation instrument is used for discharge.

Board of Education Position: The Board wishes to maintain the present language of the contract.

2. Protection of Teachers:

Union Position: The union wants just cause clause included in the protection of teachers.

Board of Education Position: The Board is willing to change present language to include just and reasonable cause language involving any tenured teacher that would result in reduction in rank, loss of pay, or discharge.

3. Miscellaneous Provision:

Union Position: The union wants to include language for preferential interviewing for laid-off members from other units of the Wayne County MEA-NEA.

Board of Education Position: The Board wishes to maintain the present language in the contract.

4. Insurance Protection:

Union Position: The union wants improved hospitalization, improved life insurance and new demand for vision care.

Board of Education Position: The Board wishes to maintain the present language.

5. Compensation:

Union Position: 1979-80 13%; 1980-81 4%, improvement factor COLA-0%-9%; 1981-82 4% improvement factor-COLA-0%-9%.

Board of Education Position: 1979-80 7%; 1980-81 7%; 1981-82 7%; No COLA language.

Both parties, in order to be most helpful to your Fact Finder, submitted a concise statement of issues involved which is attached hereto as Exhibit A, Pages 1-10.

Subsequent to the submission of the concise statement of issues involved, the parties met with your Fact Finder and submitted, at his request, a stipulation which is attached hereto as Exhibit B, Pages 1-4, agreeing to limit the professional compensation issue to those matters contained in the salary schedule with the understanding that other matters flowing from this salary schedule and which are yet unresolved, can upon resolution of the salary schedule be negotiated between the parties without difficulty.

DISCUSSION AND DECISION

Non-Economic Issues:

A. Teacher Evaluation

The Board pointed out that historically and in the present existing contract there is language which affords the employee a reasonable procedure to respond to the evaluation process both in writing and requesting a second administrators evaluation.

The Board further indicated that tenured employees are already protected under provisions of the Teachers Tenure Act and that to include the language which the Union is requesting would eliminate the Boards ability from using the evaluation procedure as an important tool in meeting the educational needs of the District for which the Board is accountable to the public and for which decisions the Boards actions should not be subject to third party review or multiple type remedial forms.

The union position was that it believed that all discipline and discharge should be subject to grievance regardless from what source.

Considering the positions of both the Board and the Union in their written and oral arguments, your Fact Finder believes that there lies a solution for the differences, accordingly, my recommendation is that in place of the language requested to be added by the union, that the following be added: "In the event such reports are used as a basis for any discipline or discharge of an employee, then the issue of whether such reports are arbitrary or capricious shall be considered within the

grievance procedure."

B. Protection of Teachers

Both parties presented their positions both in writing and orally. The Board maintaining that historically and under existing language of the contract, the employee (teacher) has remedies and protection procedures which are ample to provide for grievance procedure affording the employee protection.

The Board further stated that implementation of the Union proposal would deny any informal communication of a constructive criticism or warning nature between the Principal and the Employee which in effect would defeat the purpose of attempting to settle problems at the lowest level possible. The Board further pointed out that the tenured employee is protected from discharge or demotion under the provisions of the Teachers Tenure Act.

Your Fact Finder, however, is not convinced that adding the language propounded by the Union would in any possible way hinder the Board from the appropriate discharge of its obligations to the community. Accordingly, your Fact Finder recommends that the Union proposal, adding the language, "for just and reasonable cause", be added to the first sentence of Article XVI, Paragraph F.

C. Miscellaneous Provisions

This matter relates to the Union request that language be added to Article XXXI requiring that the employer, when opening occur within the district, interview laid-off certified teachers from the districts where the local association is affiliated with Wayne County MEA-NEA.

Both parties presented their positions, both written and orally. The Board's position is that this new language would create an undue hardship and impose restrictions on the authority of the Board and impose possible illegal obligations with respect to hiring, in violation of Public Employment Relations Act, Section 10, (1), (c).

The Unions position is that in light of the current employment situation of teachers throughout the profession, that it is its obligation

to attempt to provide employment opportunities for its members from other districts.

While this is a laudatory goal, your Fact Finder believes that this would place undue restrictions and obligations upon the Board and accordingly, your Fact Finder rejects the Union proposal that the language be added and recommends that the contract, with respect to this matter, remain unchanged.

D. Economic Issues:

1. Insurance Protection (Hospitalization Carrier)

Both the Board and the Union presented in writing and orally complete discussion and explanation of coverages and benefits under each of their own proposals.

The Board further takes the position that it would be inappropriate to specify a profit-making commercial carrier, M.E.S.S.A., since a commercial carrier is not subject to the same regulations as Blue Cross/Blue Shield and if the carrier is to be changed from Blue Cross/Blue Shield to any commercial carrier, such process should be subject to the bidding procedure.

It is your Fact Finders position that after considering all the matters presented, it would be fair and equitable and it accordingly is your Fact Finders recommendation that each teacher have the ability to choose between Blue Cross/ Blue Shield or M.E.S.S.A., whether that be M.E.S.S.A. Plan Super-Med I or Super-Med II, and that the Board of Education pay the cost of Blue Cross/Blue Shield, MVF II and that any additional cost for the plan chosen by the teacher shall be paid by such teacher through authorized payroll deduction.

2. Insurance Protection (Life Insurance)

Both the Board and the Union, in writing and orally presented their positions with respect to this Life Insurance issue.

The Union is seeking to greatly modify the existing language by specifying the M.E.S.S.A. Insurance along with greatly expanded coverage, and the employer is seeking to maintain coverage as presently it exists.

The Board's position with respect to providing Life Insurance protection for dependants and spouse being the duty of the employee, along with its position that specifying M.E.S.S.A., as the Life Insurance carrier, are in your Fact Finders opinion, reasonable. However, the Board's position with respect to denying coverage beyond the actively employed professional staff members term of employment and its insistence upon maintaining coverage at \$22,000.00 Dollars, your Fact Finder believes is unreasonable.

Accordingly, your Fact Finder recommends that coverage be increased for the year 1979-80 to \$25,000.00 Dollars, for the year 1980-81 to \$27,500.00 Dollars and for the year 1981-82 to \$30,000.00 Dollars and that further, your Fact Finder recommends that the Board provide without costs to the employee, term life insurance protection into retirement in the amount equal to the employees last life insurance coverage prior to retirement until the employee reaches age 65, at which time the amount of insurance should be reduced by 50%.

3. Insurance Protection (Dental Insurance Carrier & Coverage)

Both the Board and the Union in writing and orally presented their position with respect to the Dental Insurance Carrier & Coverage. It was the Boards position that as in other insurance matters previously discussed, that any commercial carrier should be subject to the bidding process and contract language should not specify the carrier.

Your Fact Finder was not convinced of the Boards position with respect to the benefits being adequate for the employees. Accordingly, your Fact Finder recommends that expanded coverage be granted to the employees, equal to the demand made by the Union, subject only, however to the bidding process. Without indicating in the contract that the carrier be any specific carrier, but rather, the equivalent of M.E.S.S.A. Delta Dental Plan Auto Plus with Orthodontic Rider O/S including internal and external coordination of benefits (COE) for all employees of the bargaining unit and their eligible dependants.

4. Insurance Protection (Vision Care Addition)

Both the Board and the Union in writing and orally presented their positions in full.

The Board further indicated that as in prior insurance matters, specification of the carrier in the contract would be inappropriate and should, if offered, be subject to the bidding process. The Board further stated that the concept of Vision Care had never been a part of any negotiated contract with the teachers and that it had already provided adequate fringe benefits to the employees in the area of hospitalization, life, dental, unemployment compensation and workmans compensation.

Your Fact Finder is not convinced of the Boards position and accordingly, recommends that the employer shall provide without cost to the employee, subject to the bidding process, Vision Care equal to M.E.S.S.A. Full Family Vision Care Plan II to all employees and their eligible dependants.

5. Professional Compensation

As stated above, the parties had stipulated that all other economic issues aside from salary schedules under the heading of Professional Compensation, would be negotiated by them. Your Fact Finder accordingly shall direct his attention solely, therefore, to Teachers Salary Schedule for the years 1979-80, 1980-81 and 1981-82.

Both the Board and the Union presented to your Fact Finder both in writing and orally their positions with respect to the teachers salary schedules for the years above stated

A vital and integral part of the Unions demand is increases based upon the Consumer Price Index resulting in increased cost of living (COLA). The Boards position with respect to COLA is that it is categorically unacceptable as part of a negotiated contract. Briefly, the Boards position is as follows:

a. COLA has never been a part of a negotiated contract with the teachers of Trenton Public Schools.

b. The Cost of living adjustment as presented by the Union does not truly reflect a cost of living adjustment to the teachers. Each teacher would recieve different dollar amounts depending upon their position on the salary schedule. If this concept was to truly reflect a cost of living adjustment, each teacher would receive the same adjustment.

c. The Consumer Price Index upon which COLA is based, reflects index items such as Health Insurance which the school district is already contributing by the full payment for premium for hospitalization.

d. COLA does not allow fixed budgeting costs for salaries. The salary adjustment under COLA would be established by a mathematical index that has no relationship to the districts financial condition.

e. In the private sector there has been some attempt to offset salary adjustments based upon the consumer Price Index by increasing productivity of its employees. In addition to increasing productivity, the private sector has the advantage in offsetting any salary adjustments as a result of COLA by unilaterally increasing the price of its product. In the case of teachers, it is doubtful that any general increase in productivity could offset any automatic salary adjustment based upon the Consumer Price Index. Furthermore, the Board of Education does not have the constitutional power to unilaterally increase its millage levy to offset such salary adjustment.

Briefly, the Union's position is as follows:

That settlements in which Wayne County MEA/NEA has been involved in, in the year 1979-82, in the districts of Allen Park, Cherry Hill, Huron, Lincoln Park, Redford Union, Romulus, South Redford, and Westwood, all have provided in some degree COLA increases. And that in addition, the districts of Dearborn Heights, 7, Southgate and Woodhaven which have been subject to Fact Finding Salary Recommendations, have also included COLA as a determination for Salary increases.

The Union further stated that the annual increases in the Cost of Living Consumer Price Index in the Detroit area for the years 1979, 1980, and 1981 - 1982 totalled 21% which would result in a net loss of 18.9% to the employees.

Your Fact Finder has also been provided the ranking of the school districts according to salary schedules. While ability to pay has been specifically excluded from any discussion with respect to the Boards offers for salary schedule increases nevertheless, your Fact Finder was supplied estimated salary cost schedules indicating the cost to the district of the Boards offer and of the Unions demand.

These likewise were extremely helpful.

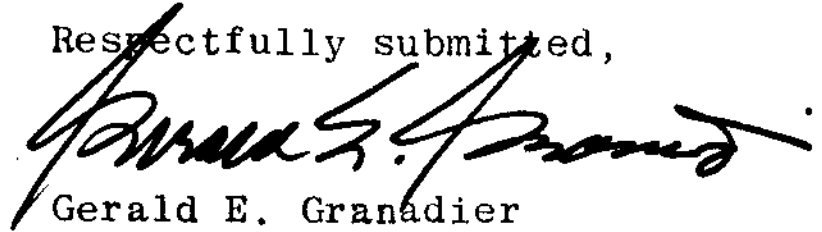
Meritorious argument for each of the salary schedules was made by each of the parties, and in the opinion of the Fact Finder, each strongly believed in the inherent justice of their position. In considering all of the foregoing, your Fact Finder rejects the position of the Union with respect to COLA and likewise rejects the Salary Schedule presented by the Board, and recommends that the following pay schedule be adopted by the parties:

| YEARS OF EXPERIENCE | <u>B.A.</u> | | <u>1980-81</u> | | <u>1981-82</u> | |
|------------------------|----------------|--------------|----------------|--------------|----------------|--------------|
| | <u>1979-80</u> | | <u>SALARY</u> | <u>INDEX</u> | <u>SALARY</u> | <u>INDEX</u> |
| | <u>SALARY</u> | <u>INDEX</u> | | | | |
| 0 | \$13,073 | 1.0000 | \$14,249 | 1.0000 | \$15,531 | 1.0000 |
| 1 | 13,588 | 1.0394 | 14,811 | 1.0395 | 16,144 | 1.0395 |
| 2 | 14,205 | 1.0866 | 15,484 | 1.0867 | 16,877 | 1.0867 |
| 3 | 15,098 | 1.1549 | 16,457 | 1.1550 | 17,938 | 1.1550 |
| 4 | 15,817 | 1.2099 | 17,241 | 1.2100 | 18,792 | 1.2100 |
| 5 | 16,779 | 1.2835 | 18,290 | 1.2836 | 19,940 | 1.2836 |
| 6 | 17,670 | 1.3517 | 19,260 | 1.3517 | 20,993 | 1.3517 |
| 7 | 18,495 | 1.4148 | 20,159 | 1.4148 | 21,690 | 1.4148 |
| 8 | 19,627 | 1.5014 | 21,394 | 1.5015 | 23,319 | 1.5015 |
| 9 | 20,931 | 1.6011 | 22,814 | 1.6011 | 24,866 | 1.6011 |
| 10 | 22,920 | 1.7533 | 24,984 | 1.7534 | 27,232 | 1.7534 |
| <u>M.A.</u> | | | | | | |
| 0 | 13,827 | 1.0577 | 15,071 | 1.0577 | 16,427 | 1.0577 |
| 1 | 15,069 | 1.1527 | 16,426 | 1.1528 | 17,904 | 1.1528 |
| 2 | 16,346 | 1.2504 | 17,816 | 1.2504 | 19,419 | 1.2504 |
| 3 | 17,628 | 1.3485 | 19,214 | 1.3485 | 20,943 | 1.3485 |
| 4 | 18,911 | 1.4466 | 20,614 | 1.4467 | 22,468 | 1.4467 |
| 5 | 20,188 | 1.5443 | 22,006 | 1.5444 | 23,984 | 1.5443 |
| 6 | 21,472 | 1.6425 | 23,405 | 1.6426 | 25,511 | 1.6426 |
| 7 | 22,754 | 1.7406 | 24,803 | 1.7407 | 27,034 | 1.7407 |
| 8 | 24,038 | 1.8388 | 26,201 | 1.8388 | 28,559 | 1.8389 |
| 9 | 25,315 | 1.9365 | 27,594 | 1.9366 | 30,077 | 1.9366 |
| 10 | 26,586 | 2.0337 | 28,979 | 2.0338 | 31,585 | 2.0338 |
| <u>Ed.S.</u> | | | | | | |
| 0 | 14,843 | 1.1354 | 16,178 | 1.1354 | 17,633 | 1.1354 |
| 1 | 16,120 | 1.2311 | 17,569 | 1.2330 | 19,151 | 1.2331 |
| 2 | 17,526 | 1.3407 | 19,103 | 1.3407 | 20,823 | 1.3408 |
| 3 | 18,659 | 1.4273 | 20,337 | 1.4273 | 22,167 | 1.4273 |
| 4 | 19,936 | 1.5250 | 21,728 | 1.5249 | 23,684 | 1.5250 |
| 5 | 21,205 | 1.6221 | 23,113 | 1.6221 | 25,192 | 1.6221 |
| 6 | 22,475 | 1.7192 | 24,496 | 1.7192 | 26,702 | 1.7193 |
| 7 | 23,752 | 1.8169 | 25,887 | 1.8168 | 28,216 | 1.8168 |
| 8 | 25,020 | 1.9139 | 27,271 | 1.9139 | 29,726 | 1.9140 |
| 9 | 26,215 | 2.0053 | 28,516 | 2.0053 | 31,145 | 2.0054 |
| 10 | 27,568 | 2.1088 | 30,046 | 2.1087 | 32,750 | 2.1087 |

CONCLUSION:

The Fact Finding Hearings Officer again points out that the issues discussed in this report were, I believe, in light of all of the matters presented to the Fact Finder and the Stipulation hereto attached, all those matters that were to be subject of this Fact Finding. It is my sincere hope that upon adoption of the recommendations hereinabove set forth, that the parties can conclude their collective bargaining negotiations. In the event additional service of your Fact Finder is required, I stand ready to be of continued service.

Respectfully submitted,



Gerald E. Granadier
Fact Finding Hearings Officer
1200 First National Building
Detroit, MI 48226
962-3754

DATED: August 3, 1981

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT-FINDING between:

BOARD OF EDUCATION OF THE
TRENTON PUBLIC SCHOOLS

-AND-

CASE NO. D79 F-1538

WAYNE COUNTY MEA/NEA

GERALD E. GRANADIER, FACT FINDER

CONCISE STATEMENT OF ISSUES INVOLVED

IAN M. MacDONALD, Board Attorney
GEORGE R. TRUDELL, Union Uniserv Director

The Trenton Board of Education and the WC/MEA/NEA submit the following concise statement of the issues involved in connection with fact-finding between the respective parties:

I. NON-ECONOMIC ISSUES:

- A. TEACHER EVALUATION
- B. PROTECTION OF TEACHERS
- C. MISCELLANEOUS

II. ECONOMIC ISSUES:

- A. INSURANCE PROTECTION
- B. PROFESSIONAL COMPENSATION

PART I NON-ECONOMIC ISSUES:

A. Teacher Evaluation

Article XI, paragraph D.

Whenever an employee has a conference (Paragraph B., 1, above) with an administrator, the results of which are a reprimand, warning, or disciplinary action, for any infraction of discipline or delinquency in professional performance, the findings and decisions of the administrator shall be reduced to writing, filed in the employee's personnel file and a copy thereof given to the employee, provided, however, that the employee may reply in writing within thirty (30) calendar days from receipt of the decision to said reprimand, warning, or disciplinary action, and such reply shall be filed in the employee's personnel file. The evaluation reports referred to in Paragraph B. above shall remain in the employee's personnel file and shall be specifically exempted from the grievance procedure.

The Union proposes amending the last sentence of Paragraph D. by adding the following underlined language, to wit:

The evaluation reports referred to in Paragraph B. above shall remain in the employee's personnel file and shall be specifically exempted from the grievance procedure, unless said reports are used as a basis for any discipline or discharge of an employee.

The Employer objects to the Union proposal and wishes to maintain the present language of paragraph D.

PART I NON-ECONOMIC ISSUES (cont.):

B. Protection of Teachers

Article XVI, paragraph F.

The Employer shall have the right to reprimand, warn, or discipline employees. Whenever a reprimand, warning or disciplinary action is reduced to writing by an administrator, the findings and decisions of the administrator in writing shall be filed in the employee's personnel file, and a copy thereof given to the employee. The employee may reply in writing within ten (10) work days from receipt of the administrator's decision with said reply to be filed in the employee's personnel file. All information forming the basis for disciplinary action will, upon request, be made available as soon as possible in writing to the employee. If a grievance shall be filed on this paragraph, all documents, records and communications shall remain a part of the employee's personnel file, anything in this agreement to the contrary notwithstanding.

The Union proposes amending the first sentence of Paragraph F. by adding the following underlined language, to wit:

The Employer shall have the right to reprimand, warn, or discipline employees for just and reasonable cause.

The Employer objects to the Union proposal but submits the following language as a new sentence to be added at the end of paragraph F., to wit:

Any discipline which would result in suspension, reduction in rank, loss of pay, or discharge of a tenured teacher shall be for just and reasonable cause.

C. Miscellaneous Provisions

The Union seeks inclusion of a new paragraph to be added to Article XXXI, Miscellaneous Provisions, to wit:

J. When vacancies occur, the Employer agrees to interview laid off certified teachers from the districts where the local association is affiliated with WC/MEA/NEA.

The Employer objects to the Union proposal.

PART II ECONOMIC ISSUES:

A. Insurance Protection

Article XXX, paragraph A.

The Board of Education agrees to pay into the Blue Cross-Blue Shield Hospital Medical Insurance Plan, effective August 27, 1976, the cost for the employee and his

PART II ECONOMIC ISSUES (cont.):

A. Insurance Protection (cont.)

immediate family the full annual premium for Comprehensive Hospital Care Certificate, Semi-Private Room, Blue Cross 65 G.B., MVF II Preferred Group, Blue Shield 65 G-I, and Master Medical, with option 4, 65 Certificate with Riders, D 45NM, F, SA, G65-D, COB-2, SDGB, CB-2, ML, \$2-PD, and MM-M. A teacher has the option of selecting insurance in the M.E.S.S.A., Super Med Programs, Hospital Medical Insurance Plan for the teacher and his immediate family, providing the teacher would be eligible and classified. Teachers receiving more allowance than entitled to under "eligibility and classification" for the option of insurance in M.E.S.S.A. shall not receive less than was received in September, 1971.

The Union seeks substitution of a new Paragraph A to read as follows:

The Employer shall provide without cost to the employee M.E.S.S.A. Super Med 2 protection for a full twelve (12) month period for the employee and his/her eligible dependents including sponsored dependents as defined by M.E.S.S.A. and its underwriting, M.E.S.S.A.-Care and Medicare premiums will be paid on behalf of the employee, spouse and/or dependents eligible for Medicare.

The Employer objects to the Union proposal and wishes to maintain the existing language of Paragraph A.

Article XXX, paragraph B.

The Board will provide group term life insurance with a rider for accidental death or dismemberment in the following amount:

| | | |
|---------------|---------|----------|
| Contract year | 1979-80 | \$22,000 |
| | 1980-81 | \$22,000 |
| | 1981-82 | \$22,000 |

The Union seeks substitution of a new Paragraph B to read as follows:

The Employer agrees to furnish all employees the following insurance protection:

1. The Employer shall provide without cost to the employee MESSA term life insurance protection in the amount of two times salary (rounded to the next higher \$100) that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount, in the event of accidental dismemberment, the insurance will pay according to the schedule. If the employee becomes totally disabled from any cause before reaching age 60, the life insurance provided according to the schedule will be continued

PART II ECONOMIC ISSUES (cont.):

A. Insurance Protection (cont.)

for the duration of his/her total disability without payment of further premiums regardless as to whether or not the carrier is still in force. If the employee dies before the total disability ceases, the face amount of the life insurance in force, as determined by the schedule, will be payable to his/her beneficiary.

2. The Employer shall provide without cost to the employee MESSA term life insurance protection into retirement in the amount of two times employee's last active salary (rounded to the next higher \$100) until the employee reaches age 65, at which time the amount of insurance will be reduced by 50% to a maximum of \$5,000.
3. The Employer shall provide without cost to the employee MESSA dependent life insurance protection in the amount of $\frac{1}{4}$ the employee's face amount of the employee's benefit (not to exceed a maximum of \$25,000) for the spouse and $\frac{1}{4}$ the employee's face amount of the employee's benefit (not to exceed a maximum of \$12,500) for each dependent child.

The Employer objects to the Union proposal and wishes to maintain the existing language of Paragraph B.

Article XXX, paragraph D.

The Board of Education agrees to pay into a Dental Insurance Plan the full cost of the premium for the employee and his immediate family. The plan to be equivalent to the Delta Plan, Class I and II at a 70/30 co-insurance with 50/50 co-insurance for orthodontic benefits, subject to further specific language on the plans. This plan to be effective as soon as practical after ratification date of contract.

The Union seeks the substitution of a new Paragraph D to read as follows:

The Employer shall provide without cost to the employee the MESSA/Delta Dental Plan Auto + with Orthodontic Rider O-S including internal and external coordination of benefits (COE) for all employees of the bargaining unit and their eligible dependents.

The Employer objects to the Union proposal and wishes to maintain the existing language of paragraph D.

PART II ECONOMIC ISSUES (cont.):

A. Insurance Protection (cont.)

The Union seeks inclusion of a new paragraph to be added to Article XXX as follows:

- E. The Employer shall provide without cost to the employee MESSA Full Family Vision Care Plan II to all employees and their eligible dependents.

The Employer objects to the Union proposal.

B. Professional Compensation

Salary Schedule

ARTICLE XXVIII, paragraph C.

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a care allowance of fifteen cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

The union proposes amending the first sentence as follows:

Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty cents per mile.

The Employer objects to the Union proposal and wishes to maintain the existing language.

ARTICLE XXVIII, paragraph D.

The Board agrees that in appreciation for service to the School District, payment amounting to ten (10) days' pay based upon the last year's salary, will be paid upon voluntary termination of service or retirement to teachers who have been employed in the School District a minimum of twenty (20) years.

The Union seeks substitution of a new Paragraph D to read as follows:

In recognition of extended service, the Employer agrees to provide employees having fifteen (15) or more years of in-district service additional compensation upon severance of employment. Upon severance of employment an affected employee shall be paid an amount equal to the employee's accumulated total number of sick days multiplied by the affected employee's daily rate of pay. Said daily rate shall be determined by dividing the employee's annual salary by the number of teacher contract days.

PART II ECONOMIC ISSUES (cont.):

B. Professional Compensation (cont.)

Salary Schedule (cont.)

The Employer objects to the Union proposal and wishes to maintain the existing lanugage.

Salary Credit Beyond the AB Degree

Article XXVIII, paragraph A.

Fifteen dollars will be added to the teacher's contract for each semester hour of graduate work beyond the requirements of an AB degree.

The Union proposes amending the first sentence to read as follows:

Twenty dollars will be added to the teacher's contract for each semester hour of graduate work beyond the requirements of an AB degree.

The Employer objects to the Union proposal and wishes to maintain the existing lanugage of Paragraph A.

Article XXVIII, paragraph B.

The maximum allowable salary credit for graduate work beyond the AB degree shall be \$450.00.

The Union proposes to amend Paragraph B as follows:

The maximum allowable salary credit for graduate work beyond the AB degree shall be \$600.00.

The Employer objects to the Union proposal and wishes to maintain the existing lanugage of paragraph B.

Article XXVIII, paragraph D.

All teachers entering the system with graduate credit beyond the AB degree will receive fifteen dollars for each semester hour of graduate work.

The Union proposes to amend Paragraph D as follows:

All teachers entering the system with graduate credit beyond the AB degree will receive twenty dollars for each semester hour of graduate work.

PART II ECONOMIC ISSUES (cont.):

B. Professional Compensation (cont.)

Salary Credit Beyond the AB Degree (cont.)

The Employer objects to the Union proposal and wishes to maintain the existing lanugage of paragraph D.

Salary Credit Beyond the MA Degree

Article XXVIII, paragraph A.

Eighteen dollars will be added to the teacher's contract for each semester hour of graduate work beyond the requirements for a MA degree.

The Union proposes to amend Paragraph A as follows:

Twenty-five dollars will be added to the teacher's contract for each semester hour of graduate work beyond the requirements for a MA degree.

The Employer objects to the Union proposal and wishes to maintain the existing lanugage of paragraph A.

Article XXVIII, paragraph B.

The maximum allowable salary credit for graduate work beyond the MA degree shall be \$540.00

The Union proposes to amend Paragraph B as follows:

The maximum allowable salary credit for graduate work beyond the MA Degree shall be \$750.00.

The Employer objects to the Union proposal and wishes to maintain the existing lanugage of paragraph B.

Article XXVIII, paragraph C.

All teachers entering the system with graduate credit beyond the MA degree will receive eighteen dollars for each semester hour of graduate work.

The Union proposes to amend Paragraph C as follows:

All teachers entering the system with graduate credit beyond the MA degree will receive twenty-five dollars for each semester hour of graduate work.

The Employer objects to the Union proposal and wishes to maintain the existing language of paragraph C.

PART II ECONOMIC ISSUES (cont.):

B. Professional Compensation (cont.)

Teachers' Salary Schedule: 1979-80; 1980-81; 1981-82

Article XXVIII, paragraph A. The existing contract provides for the 1978-1979 teacher's salary schedule as follows:

B.A.

| <u>YEARS OF EXPERIENCE</u> | <u>1978-1979</u> | |
|----------------------------|------------------|--------------|
| | <u>SALARY</u> | <u>INDEX</u> |
| 0 | \$11,994 | 1.0000 |
| 1 | 12,467 | 1.0394 |
| 2 | 13,034 | 1.0867 |
| 3 | 13,852 | 1.1549 |
| 4 | 14,512 | 1.2099 |
| 5 | 15,395 | 1.2836 |
| 6 | 16,213 | 1.3518 |
| 7 | 16,969 | 1.4148 |
| 8 | 18,008 | 1.5014 |
| 9 | 19,204 | 1.6011 |
| 10 | 21,030 | 1.7534 |

M.A.

| | | |
|----|--------|--------|
| 0 | 12,686 | 1.0577 |
| 1 | 13,826 | 1.1527 |
| 2 | 14,997 | 1.2504 |
| 3 | 16,174 | 1.3485 |
| 4 | 17,351 | 1.4466 |
| 5 | 18,523 | 1.5444 |
| 6 | 19,701 | 1.6426 |
| 7 | 20,878 | 1.7407 |
| 8 | 22,055 | 1.8388 |
| 9 | 23,227 | 1.9366 |
| 10 | 24,393 | 2.0338 |

Ed.S.

| | | |
|----|--------|--------|
| 0 | 13,618 | 1.1354 |
| 1 | 14,790 | 1.2331 |
| 2 | 16,081 | 1.3408 |
| 3 | 17,119 | 1.4273 |
| 4 | 18,291 | 1.5250 |
| 5 | 19,456 | 1.6221 |
| 6 | 20,621 | 1.7193 |
| 7 | 21,791 | 1.8168 |
| 8 | 22,956 | 1.9140 |
| 9 | 24,053 | 2.0054 |
| 10 | 25,292 | 2.1087 |

The Union seeks inclusion of the following increases in the teacher's salary schedule:

| <u>1979-80</u> | <u>1980-81</u> | <u>1981-82</u> |
|----------------|--|--|
| <u>Salary</u> | <u>Salary</u> | <u>Salary</u> |
| 13% increase | 4% Improvement Factor plus COLA 0-9% | 4% Improvement Factor plus COLA 0-9% |

PART II ECONOMIC ISSUES (cont.):

B. Professional Compensation (cont.)

IV Teachers' Salary Schedule: 1979-80, 1980-81, 1981-82

A. The 1979-80 Salary Schedule shall be determined as follows:

Each step of the 1978-79 Salary Schedules shall be increased by 13%.

B. The 1980-81 Salary Schedules shall be determined as follows:

1. Each step of the 1979-80 Salary Schedules shall be increased by a Cost-of-Living Adjustment.

The Cost-of-Living Adjustment shall be determined in accordance with changes in the Consumer Price Index for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor and hereinafter referred to as the CPI-U.

The amount of the Cost-of-Living Adjustment added to each step of each salary schedule, shall be the dollar equivalent of the percentage increase (rounded to the nearest one-tenth of one percent (0.1%)) of the CPI-U. This percentage shall be determined by subtracting the CPI-U of June, 1979, from the CPI-U of June, 1980; the difference shall be divided by the CPI-U of June, 1979. The increase shall not exceed 9%. This percentage increase shall be applied to each step of each salary schedule for 1979-80 to determine the dollar equivalent.

It is understood that if an application of the Cost-of-Living Adjustment would produce a reduction in the salary schedule such application shall not be made.

2. The resultant salary schedules shall then be increased by a 4% improvement factor.

On or before September 1, 1980, the Board shall provide a copy of this salary schedule to the local association and each employee.

C. The 1981-82 Salary Schedules shall be determined as follows:

1. Each step of the 1980-81 Salary Schedules shall be increased by a Cost-of-Living Adjustment.

The Cost-of-Living Adjustment shall be determined in accordance with changes in the Consumer Price Index for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor and hereinafter referred to as the CPI-U.

The amount of the Cost-of-Living Adjustment added to each step of each salary schedule, shall be the dollar equivalent of the percentage increase (rounded to the nearest one-tenth of one percent (0.1%)) of the CPI-U. This percentage shall be determined by subtracting the CPI-U of June, 1980 from the CPI-U of June, 1981; the difference shall be divided by the CPI-U of June, 1980. The increase shall not exceed 9%. This percentage increase shall be applied to each step of each salary schedule for 1980-81 to determine the dollar equivalent.

It is understood that if an application of the Cost-of-Living Adjustment would produce a reduction in the salary schedule such application shall not be made.

2. The resultant salary schedules shall then be increased by a 4% improvement factor.

On or before September 1, 1981, the Board shall provide a copy of this salary schedule to the local association and each employee.

PART II ECONOMIC ISSUES (cont.):

B. Professional Compensation (cont.)

Teacher's Salary Schedule (cont.)

The Employer objects to the Union proposal and submits the following increase proposal to the teacher's salary schedule:

| <u>1979-80</u> | <u>1980-81</u> | <u>1981-82</u> |
|----------------|----------------|----------------|
| <u>Salary</u> | <u>Salary</u> | <u>Salary</u> |
| 7% increase | 7% increase | 7% increase |

Teachers's Salary Schedule: 1979-80, 1980-81, 1981-82, 7%-7%-7%

| <u>B.A.</u> | | | | | | |
|--------------------------------|----------------|--------------|----------------|--------------|----------------|--------------|
| <u>YEARS OF EXPERIENCE</u> | <u>1979-80</u> | | <u>1980-81</u> | | <u>1981-82</u> | |
| | <u>SALARY</u> | <u>INDEX</u> | <u>SALARY</u> | <u>INDEX</u> | <u>SALARY</u> | <u>INDEX</u> |
| 0 | \$12,834 | 1.0000 | \$13,732 | 1.0000 | \$14,693 | 1.0000 |
| 1 | 13,340 | 1.0394 | 14,274 | 1.0395 | 15,273 | 1.0395 |
| 2 | 13,946 | 1.0866 | 14,922 | 1.0867 | 15,967 | 1.0867 |
| 3 | 14,822 | 1.1549 | 15,860 | 1.1550 | 16,970 | 1.1550 |
| 4 | 15,528 | 1.2099 | 16,615 | 1.2100 | 17,778 | 1.2100 |
| 5 | 16,473 | 1.2835 | 17,626 | 1.2836 | 18,860 | 1.2836 |
| 6 | 17,348 | 1.3517 | 18,562 | 1.3517 | 19,861 | 1.3517 |
| 7 | 18,157 | 1.4148 | 19,428 | 1.4148 | 20,788 | 1.4148 |
| 8 | 19,269 | 1.5014 | 20,618 | 1.5015 | 22,061 | 1.5015 |
| 9 | 20,548 | 1.6011 | 21,986 | 1.6011 | 23,525 | 1.6011 |
| 10 | 22,502 | 1.7533 | 24,077 | 1.7534 | 25,762 | 1.7534 |
| <u>M.A.</u> | | | | | | |
| 0 | \$13,574 | 1.0577 | \$14,524 | 1.0577 | \$15,541 | 1.0577 |
| 1 | 14,794 | 1.1527 | 15,830 | 1.1528 | 16,938 | 1.1528 |
| 2 | 16,047 | 1.2504 | 17,170 | 1.2504 | 18,372 | 1.2504 |
| 3 | 17,306 | 1.3485 | 18,517 | 1.3485 | 19,813 | 1.3485 |
| 4 | 18,566 | 1.4466 | 19,866 | 1.4467 | 21,257 | 1.4467 |
| 5 | 19,820 | 1.5443 | 21,207 | 1.5444 | 22,691 | 1.5443 |
| 6 | 21,080 | 1.6425 | 22,556 | 1.6426 | 24,135 | 1.6426 |
| 7 | 22,339 | 1.7406 | 23,903 | 1.7407 | 25,576 | 1.7407 |
| 8 | 23,599 | 1.8388 | 25,251 | 1.8388 | 27,019 | 1.8389 |
| 9 | 24,853 | 1.9365 | 26,593 | 1.9366 | 28,455 | 1.9366 |
| 10 | 26,101 | 2.0337 | 27,928 | 2.0338 | 29,883 | 2.0338 |
| <u>Ed. S.</u> | | | | | | |
| 0 | \$14,571 | 1.1353 | \$15,591 | 1.1354 | \$16,682 | 1.1354 |
| 1 | 15,825 | 1.2331 | 16,933 | 1.2331 | 18,118 | 1.2331 |
| 2 | 17,207 | 1.3407 | 18,411 | 1.3407 | 19,700 | 1.3408 |
| 3 | 18,317 | 1.4272 | 19,599 | 1.4273 | 20,971 | 1.4273 |
| 4 | 19,571 | 1.5249 | 20,941 | 1.5250 | 22,407 | 1.5250 |
| 5 | 20,818 | 1.6221 | 22,275 | 1.6221 | 23,834 | 1.6221 |
| 6 | 22,064 | 1.7192 | 23,608 | 1.7192 | 25,261 | 1.7193 |
| 7 | 23,316 | 1.8167 | 24,948 | 1.8168 | 26,694 | 1.8168 |
| 8 | 24,563 | 1.9139 | 26,282 | 1.9139 | 28,122 | 1.9140 |
| 9 | 25,737 | 2.0054 | 27,539 | 2.0055 | 29,467 | 2.0055 |
| 10 | 27,062 | 2.1086 | 28,956 | 2.1087 | 30,983 | 2.1087 |

PART II ECONOMIC ISSUES (cont.):

B. Professional Compensation (cont.)

Extra Pay Schedule

✓
The Union and the Employer have not negotiated the Extra Pay Schedule as it is interrelated to the Compensation Schedule.

Respectfully Submitted,

TRENTON BOARD OF EDUCATION

By Ian M. MacDonald
Ian M. MacDonald, School Attorney

WC/MEA/NEA

By George R. Trudell
George R. Trudell, Uniserv
Director

Dated: May 21, 1981.

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT-FINDING between:

BOARD OF EDUCATION OF THE
TRENTON PUBLIC SCHOOLS

-AND-

CASE NO. D79 F-1538

WAYNE COUNTY MEA/NEA

GERALD E. GRANADIER, FACT FINDER

STIPULATION

IAN M. MacDONALD, Board Attorney
GEORGE R. TRUDELL, Union Uniserv Director

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT-FINDING between:

BOARD OF EDUCATION OF THE
TRENTON PUBLIC SCHOOLS

-AND-

CASE NO. D79 F-1538

WAYNE COUNTY MEA/NEA

STIPULATION

It is hereby stipulated and agreed by and between the undersigned, that the Fact Finder, Gerald E. Granadier, shall confine his fact finding report on the Professional Compensation Article, to the following item; to wit:

Teachers' Salary Schedule: 1979-80; 1980-81; 1981-82

Article XXVIII, paragraph A. The existing contract provides for the 1978-1979 teacher's salary schedule as follows:

B.A.

| <u>YEARS OF EXPERIENCE</u> | <u>SALARY</u> | <u>1978-1979</u> <u>INDEX</u> |
|----------------------------|---------------|----------------------------------|
| 0 | \$11,994 | 1.0000 |
| 1 | 12,467 | 1.0394 |
| 2 | 13,034 | 1.0867 |
| 3 | 13,852 | 1.1549 |
| 4 | 14,512 | 1.2099 |
| 5 | 15,395 | 1.2836 |
| 6 | 16,213 | 1.3518 |
| 7 | 16,969 | 1.4148 |
| 8 | 18,008 | 1.5014 |
| 9 | 19,204 | 1.6011 |
| 10 | 21,030 | 1.7534 |

M.A.

| | | |
|----|--------|--------|
| 0 | 12,686 | 1.0577 |
| 1 | 13,826 | 1.1527 |
| 2 | 14,997 | 1.2504 |
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| 7 | 20,878 | 1.7407 |
| 8 | 22,055 | 1.8388 |
| 9 | 23,227 | 1.9366 |
| 10 | 24,393 | 2.0338 |

Ed.S.

| <u>YEARS OF EXPERIENCE</u> | <u>1978-1979</u> | |
|----------------------------|------------------|--------------|
| | <u>SALARY</u> | <u>INDEX</u> |
| 0 | \$13,618 | 1.1354 |
| 1 | 14,790 | 1.2331 |
| 2 | 16,081 | 1.3408 |
| 3 | 17,119 | 1.4273 |
| 4 | 18,291 | 1.5250 |
| 5 | 19,456 | 1.6221 |
| 6 | 20,621 | 1.7193 |
| 7 | 21,791 | 1.8168 |
| 8 | 22,956 | 1.9140 |
| 9 | 24,053 | 2.0054 |
| 10 | 25,292 | 2.1087 |

The Union seeks inclusion of the following increases in the teacher's salary schedule:

| <u>1979-80</u> | <u>1980-81</u> | <u>1981-82</u> |
|----------------|--|--|
| <u>Salary</u> | <u>Salary</u> | <u>Salary</u> |
| 13% increase | 4% Improvement Factor plus COLA 0-9% | 4% Improvement Factor plus COLA 0-9% |

- A. The 1979-80 Salary Schedule shall be determined as follows:

Each step of the 1978-79 Salary Schedules shall be increased by 13%.

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1. Each step of the 1979-80 Salary Schedules shall be increased by a Cost-of-Living Adjustment.

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On or before September 1, 1981, the Board shall provide a copy of this salary schedule to the local association and each employee.

The Employer objects to the Union proposal and submits the following increase proposal to the teacher's salary schedule:

| <u>1979-80</u> | <u>1980-81</u> | <u>1981-82</u> |
|----------------|----------------|----------------|
| <u>Salary</u> | <u>Salary</u> | <u>Salary</u> |
| 7% increase | 7% increase | 7% increase |

Teachers's Salary Schedule: 1979-80, 1980-81, 1981-82, 7%-7%-7%

B.A.

| <u>YEARS OF</u> <u>PERIENCE</u> | <u>1979-80</u> | | <u>1980-81</u> | | <u>1981-82</u> | |
|------------------------------------|----------------|--------------|----------------|--------------|----------------|--------------|
| | <u>SALARY</u> | <u>INDEX</u> | <u>SALARY</u> | <u>INDEX</u> | <u>SALARY</u> | <u>INDEX</u> |
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| 2 | 13,946 | 1.0866 | 14,922 | 1.0867 | 15,967 | 1.0867 |
| 3 | 14,822 | 1.1549 | 15,860 | 1.1550 | 16,970 | 1.1550 |
| 4 | 15,528 | 1.2099 | 16,615 | 1.2100 | 17,778 | 1.2100 |
| 5 | 16,473 | 1.2835 | 17,626 | 1.2836 | 18,860 | 1.2836 |
| 6 | 17,348 | 1.3517 | 18,562 | 1.3517 | 19,861 | 1.3517 |
| 7 | 18,157 | 1.4148 | 19,428 | 1.4148 | 20,788 | 1.4148 |
| 8 | 19,269 | 1.5014 | 20,618 | 1.5015 | 22,061 | 1.5015 |
| 9 | 20,548 | 1.6011 | 21,986 | 1.6011 | 23,525 | 1.6011 |
| 10 | 22,502 | 1.7533 | 24,077 | 1.7534 | 25,762 | 1.7534 |

M. A.


| | | | | | | |
|----|----------|--------|----------|--------|----------|--------|
| 0 | \$13,574 | 1.0577 | \$14,524 | 1.0577 | \$15,541 | 1.0577 |
| 1 | 14,794 | 1.1527 | 15,830 | 1.1528 | 16,938 | 1.1528 |
| 2 | 16,047 | 1.2504 | 17,170 | 1.2504 | 18,372 | 1.2504 |
| 3 | 17,306 | 1.3485 | 18,517 | 1.3485 | 19,813 | 1.3485 |
| 4 | 18,566 | 1.4466 | 19,866 | 1.4467 | 21,257 | 1.4467 |
| 5 | 19,820 | 1.5443 | 21,207 | 1.5444 | 22,691 | 1.5443 |
| 6 | 21,080 | 1.6425 | 22,556 | 1.6426 | 24,135 | 1.6426 |
| 7 | 22,339 | 1.7406 | 23,903 | 1.7407 | 25,576 | 1.7407 |
| 8 | 23,599 | 1.8388 | 25,251 | 1.8388 | 27,019 | 1.8389 |
| 9 | 24,853 | 1.9365 | 26,593 | 1.9366 | 28,455 | 1.9366 |
| 10 | 26,101 | 2.0337 | 27,928 | 2.0338 | 29,883 | 2.0338 |

Ed. S.


| | | | | | | |
|----|----------|--------|----------|--------|----------|--------|
| 0 | \$14,571 | 1.1353 | \$15,591 | 1.1354 | \$16,682 | 1.1354 |
| 1 | 15,825 | 1.2331 | 16,933 | 1.2331 | 18,118 | 1.2331 |
| 2 | 17,207 | 1.3407 | 18,411 | 1.3407 | 19,700 | 1.3408 |
| 3 | 18,317 | 1.4272 | 19,599 | 1.4273 | 20,971 | 1.4273 |
| 4 | 19,571 | 1.5249 | 20,941 | 1.5250 | 22,407 | 1.5250 |
| 5 | 20,818 | 1.6221 | 22,275 | 1.6221 | 23,834 | 1.6221 |
| 6 | 22,064 | 1.7192 | 23,608 | 1.7192 | 25,261 | 1.7193 |
| 7 | 23,316 | 1.8167 | 24,948 | 1.8168 | 26,694 | 1.8168 |
| 8 | 24,563 | 1.9139 | 26,282 | 1.9139 | 28,122 | 1.9140 |
| 9 | 25,737 | 2.0054 | 27,539 | 2.0055 | 29,467 | 2.0055 |
| 10 | 27,062 | 2.1086 | 28,956 | 2.1087 | 30,983 | 2.1087 |

Respectfully Submitted,

TRENTON BOARD OF EDUCATION

By 
Ian M. MacDonald, School Attorney

WC/MEA/NEA

By 
George R. Trudell, Uniserv Director

Dated: June 10, 1981