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FF 10/14/74

REPORT OF FACT FINDING HEARING OFFICER

In the Matter of

Van Buren Intermediate School District

and

Van Buren Intermediate Professional  
Administrators' Association

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Hearing Officer: Dr. Jack Stieber, appointed by Michigan  
Employment Relations Commission

Appearances: For the School District - Ernest J. Shaw,  
Assistant Superintendent; Elmer Van Dyke,  
Superintendent.  
For the Association - Thomas H. Spratt;  
Bert Goens, President; Wes Mazurek, Secretary.

Background

This fact-finding case grows out of a request from the Van Buren Intermediate Professional Administrators' Association to the Michigan Employment Relations Commission dated July 31, 1974. The undersigned was appointed to serve as Fact-Finder in a letter dated August 31 and a hearing was held on September 23 at which the parties were given an opportunity to present evidence and arguments in support of their respective positions. At the request of the Fact-Finder, the parties prepared and submitted 1974-75 salary information for principals in Van Buren County in a joint letter dated September 26, 1974.

There are nine persons in the bargaining unit, all holding administrative positions. The Intermediate School District also employs about 90 other professional employees during the school year and a substantially larger number during

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the summer. These other employees are represented by the Van Buren Intermediate Education Association and are currently working under the second year of a two year agreement. The administrators involved in this case supervise the other professional employees, most of whom are teachers.

The previous contract between the parties ran from August 25, 1973 until July 1, 1974. The parties agreed that there were only two issues outstanding in Fact Finding: 1973-74 salaries, and the Association's request that the final step in the grievance procedure should be binding arbitration.

### Salaries

The Association is asking that the salary schedule of the nine persons in the unit be increased by an average of 6.3 percent over 1973-74 with individual increases as noted

below:

<u>Position</u>	<u>Salary 1973-74</u>	<u>Proposed Salary 1974-75</u>	<u>Increase</u>	<u>% Increase</u>
Director of Special Education	18,901	20,276	1375	7.2
Director of Skill Center	19,500	20,166	666	3.4
CEPD Coordinator	18,500	19,683	1183	6.4
Director of Special Services	17,959	19,291	1332	7.4
Director of Migrant Education	17,498	18,807	1309	7.5
Assistant Director of Skill Center	17,500	18,127	627	3.6
Director of Student Services	17,500	17,558	58	0.3
Supervisor of Special Education	15,000	17,160	2160	14.4
Financial Accountant	15,434	16,646	1212	7.9

The Association request is based on a salary schedule which includes a one-step rise in the base ratio for the four persons who were slotted into the schedule in 1973-74 and slotting of the other five persons hired in 1973-74 at their appropriate level and step according to Association judgement. The total ratio was then applied to an Average M.A. Maximum of \$15,070 which had previously been agreed upon in the 1973-74 contract. The 1973-74 Average M.A. Maximum was \$14,391. These increases would be in addition to the School District taking over a 5.0 percent contribution towards retirement previously paid by employees.

The Board of the Intermediate School District's offer was a flat 2.0 percent salary increase for each person in the unit plus the assumption of the 5.0 percent contribution toward retirement. The Board wants to discontinue the use of the base ratio schedule included in the 1973-74 agreement.

It is important to note that in the 1973-74 contract, the parties agreed to use the 1973-74 teacher's master's degree maximum of \$15,070 in 1974-75. (This agreement appears in two places in Article XIII entitled "Administrative Salary Schedule" on page 19 and again on page 21.) In addition, Article IV (1) of the 1973-74 contract states:

When signed by both parties all the terms of this agreement shall be legally binding and may not be modified in whole or in part by the parties except as an instrument in writing duly executed by both parties.

Under these circumstances, the Board cannot unilaterally decide to refuse the use of the \$15,070 M.A. Maximum to which it agreed in 1973-74 and, by implication, is also bound to use the base ratio schedule approach to setting salaries.

The Board need not accept the Association's assignments of individuals to specific levels and steps in the schedule because the 1973-74 agreement states that advance from one step to the next shall not be automatic (Article XIII, Section IV). The Article goes on to say that "To advance to the next step an individual must be recommended by his immediate supervisor and the superintendent" and "Advancement to the next step shall also be dependent upon the economic condition of the district." The Association has not proposed changing this provision. But even if each person were retained at the same level and step as in 1973-74, he would be entitled to have the \$15,070 M.A. Maximum used in determining his 1974-75 salary. This would result in an increase of 4.7 percent over his 1973-74 salary which used an M.A. Maximum of \$14,391.

Comparative salary data submitted by the parties shows that the salary schedule negotiated with the Van Buren Intermediate Education Association for 1974-75 was approximately 4.2 percent higher than in 1973-74 with minor variations depending on degree level and experience. Comparison of individual salaries by name for some fifty teachers on the Intermediate School District staff, all of whom are supervised

by the administrators involved in this case, shows increases averaging 7.2 percent for Special Education, 8.0 percent for Reading Staff and 8.7 percent for Migrant Education. In addition, teachers also benefitted from the Board taking over the 5.0 percent contribution for retirement.

Another comparison with principals in Secondary, Middle and Elementary schools in Van Buren County shows increases averaging 5.0 to 5.2 percent. In addition, 8 of the 11 school districts granted 5.0 toward retirement.

Recommendation: The above evidence leads to the conclusion that members of the Association bargaining unit be granted an average increase of at least 5.0 percent in addition to the 5.0 percent contributed towards retirement. This could be arrived at by continuing the Salary Schedule approach with the Average M. A. Maximum of \$15,070 which the parties agreed to in the 1973-74 contract, or, if the parties agree to discontinue this approach, by some other mutually acceptable method.

#### Grievance Arbitration

The Grievance Procedure contained in the 1973-74 contract provides for final disposition of unresolved grievances by the Intermediate Board of Education. The Association proposed to substitute final and binding arbitration for the Board as the method to resolve unsettled grievances. The Board is adamantly opposed to grievance arbitration which it regards as an encroachment on its authority.

Final and binding arbitration of grievances is widely used in the private sector and is increasingly being employed in schools and other public employment. However, it is not necessarily the best way of resolving grievances and is not preferred to a system whereby the parties can work out differences by themselves.

The Association argues that arbitration is necessary because nothing else will work. But the Association admits that it has never tested the existing procedure by submitting grievances under it. In fact, no grievances have been submitted since the bargaining relationship started. The Superintendent stated that he is prepared to consider each grievance on its merits and is sure that the Board will do the same. Furthermore, the contract with the Intermediate teachers unit does not provide for final and binding arbitration.

Recommendation: Under the circumstances, I am not prepared to recommend grievance arbitration before there is some evidence that a good faith effort has been made to make the existing system work and that it has failed.

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Jack Stieber  
Hearing Officer

October 14, 1974