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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

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EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

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In the Matter of:

IDA PUBLIC SCHOOLS

-and-

MERC Case No. D94 H-1677

IDA EDUCATION ASSOCIATION

FACT FINDER'S REPORT AND RECOMMENDATIONS

APPEARANCES:

FOR THE IDA PUBLIC SCHOOLS:

Anita M. Gugala, Attorney
Herbert Gabehart, Superintendent
Marvin Hicks, President, Board
of Education
Ervin Ostachnowicz, Trustee
Steve Stotz, Trustee
Marv Dick, Principal
Ida High School
Sheldon Wiens, Principal
Ida Middle School

FOR THE IDA EDUCATION ASSOCIATION:

Janet R. Kolleth, UniServ Director
Pat Schopmeyer, UniServ Director
Willie Mathews, Bargaining Consultant
Al Kevwitch, Association President
Larry Murdock
John Wagner
Randy Turner
Peggy Behrent
Sheryl Zorn
Mary Lassey

The Collective Bargaining Agreement between the Ida Board of Education and the Ida Education Association, representing the professional staff employed by the School District, expired on August 31, 1994. The parties engaged in numerous bargaining sessions to attempt to reach a successor agreement.

The parties enlisted the aid of a mediator from the Michigan Employment Relations Commission, but still were not able to resolve this dispute. The Fact Finder

appeared for a fact finding hearing, set for February 8, 1995, for the purpose of making a recommendation to the parties for resolving their contractual dispute.

As a result, after consulting with the parties, the Fact Finder has concluded, based upon the criteria normally applied by fact finders, including the art of the possible, that the following would constitute his recommendation, namely, a two year contract with the following terms and conditions, beginning September 1, 1994 through August 31, 1996.

Schedule A

- 1994-95: A complete wage freeze, no incremental increases, lane changes, or longevity.
- 1995-96: Eligible teachers would receive a single incremental increase in September 1995 and January 1996; double lane change in September 1995 based on 94-95 rates; all unit members would receive a 2% salary increase.

That beginning September 1995, those teachers who in 1994 applied would have changed lanes, shall receive the pay for a lane change that they would have received if there were not a freeze for 1994-95 at the pay scale of that year; that beginning in September 1996, those teachers then would be continued in the change lane at the rate in effect in September 1995.

MESSA

Coverage through MESSA PAK A and B would continue for the 1994-95 and 1996-96 school years under the terms and conditions stated in the 1993-94 contract extension.

Calendar

- 1994-95: The calendar as adopted by the Board of Education would continue, except that there would be no parent-teacher conference day in April, 1995.
- 1995-96: The Association and the Board will negotiate a calendar by June 1,

1995, with the understanding that the Board of Education will meet State mandates of 990 hours. Arbitration of any problems by Mr. Roumell within 72 hours.

There may be disputes between the parties as to the implementation of the 990 hours.

Not as part of the contract, but the recommendation will be that to resolve any disputes concerning 990 hours, the parties will call on the Fact Finder, George T. Roumell, Jr., acting as a private arbitrator, based on his usual per diem rate, to respond to any request to resolve disputes within 72 hours, concerning same and issue an opinion concerning the dispute, binding on the parties within 48 hours of the hearing.

Site-Based Decision Making

In an effort to further communication between teachers, administrators, community members and other staff, a joint Site Based Decision Making Committee will meet periodically to improved the quality of life in Ida Public Schools education process. The membership of this committee will consist of teachers, administrators, community members and other staff who would be involved in making decision of the consensus.

Participation of EA members will be voluntary.

Mentor/Mentee

The Board accepts the Association's proposed language:

A committee will be established to make a recommendation to the Board of Education on contract language for mandated Mentor/Mentee. The committee will be composed of an equal amount of administrators and teachers.

Family Medical Leave Act

No contract language regarding this, since a Board policy is currently in place in compliance with law.

Part-Time Teachers

The Board accepts the language as written by sub-committee on December 8, 1994:

Replace the second paragraph of Section F on page 29 of the present collective bargaining agreement.

"Salaries for a fractional part of a year will be figured on the base salary where the number of years' credit falls."

Salaries for part-time teachers in the high school and middle school will be based on percentage of base salary using the following information:

17% =	1 period teaching and 1/6 period of planning
33% =	2 periods teaching and 2/6 period of planning
50% =	3 periods teaching and 3/6 period of planning
67% =	4 periods teaching and 4/6 period of planning
83% =	5 periods teaching and 5/6 period of planning
100% =	6 periods teaching and 6/6 period of planning
117% =	7 periods teaching and 7/6 period of planning

Salaries for part-time elementary teachers will be based on a percentage of the total instructional minutes at each grade level, using the State Clock Hour Report for the year taught as a base and the teacher will be provided an equal percentage of preparation time for the grade level in question.

Inclusion

The Board accepts the additional language as written by sub-committee on January 3, 1995, with the understanding that subparagraph 4 shall be applicable only to the elementary school:

Individual Evaluation Planning Committee dictates placement of a special education student within the classroom of a teacher. If a teacher is assigned such a child, the teacher would be offered:

1. opportunity for prior observation of the child;
2. opportunity to be part of the IEPC;
3. assistance in developing necessary resources as currently provided by the ISD;
4. an initially reduced class size in the inclusion room, compared to similar classes, will be scheduled because of the importance of classroom management (an attempt to maintain a reduced size will be made, with the exception of moving any of the original students if another class drops below the reduced size). This paragraph shall apply only to the elementary school.
5. an inclusion instructional assistant as stated by the IEPC
6. training, if requested, with approval of the building principal.

Fact Finding and ULP

The parties agree that the unfair labor practice, filed by the Association, namely, C94 K-300, now pending before the Michigan Employment Relations Commission, set for hearing on March 23, 1995, will be withdrawn.

Article XII-D changed to read as follows:

D. The Board shall provide, without cost to the employee, MESSA PAK for a full twelve (12) month period for the employee and his/her entire family.

MESSA PAK

PLAN A For employees electing health insurance

Health	Super Care I (includes \$5,000 with AD&D)
Long Term Disability	66-2/3% \$5,000 Maximum 90 Calendar Days - Modified Fill Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug - same as any other illness Mental/Nervous - same as any other illness
Negotiated Life	\$30,000 with AD&D
Vision	VSP-2
Dental	80/80 (\$1,000 Maximum for Class I & II) Plan Year - July 1 to June 30

PLAN B For employees not electing health insurance

Long Term Disability	Same as Plan A
Negotiated Life	\$30,000 with AD&D
Vision	VSP-2
Dental	80/80 (\$1,000 Maximum for Class I & II) Plan Year - July 1 to June 30
Option Money/Annuity	SC 1 single subscriber rate toward options

Employees not electing MESSA PAK Plan A will select MESSA PAK Plan B plus receive the MESSA Super Care I single subscriber amount to be applied to a tax deferred annuity or toward a MESSA select option package.

The Board will pay the deductible of \$50.00 per single subscriber or \$100.00 per

full family upon utilization of health insurance benefits.

Any contribution amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

No health insurance coverage will be paid to an employee on leave of absence except for sick leave. For those who have sick leave remaining, the insurance will continue to be paid until sick leave is used up. Sick days will be used for worked days when pro-rating benefits due.

Insurance coverage for teachers new to the Ida Public Schools and for those requesting health insurance for the first time will begin on October 1st of the school year or the first MESSA enrollment date following employment.

In the event the employee shall terminate his employment, benefits shall continue for the period in which they were earned.


Example: Nine months (school year) = 12 months of benefits
 Four and a half months worked, including sick days, would
 equal six months of benefits.

It shall be the employee's responsibility to be properly enrolled for any insurance coverage. All benefits in this section shall apply to teachers working one-half (1/2) time or more.

When a teacher has satisfied his/her deductible amount (\$50 single; \$100 for self and spouse or full-family), the teacher will submit to the bookkeeping office proof of payment to qualify for his/her reimbursement. Prompt reimbursement will be after the following dates: The last business day of November, March and September of each contract year. If the teacher does not fully satisfy the required deductible, he/she shall submit to the bookkeeping office, prior to the last business day of September of each contract year, proof of payment for the portion of the deductible paid by the teacher.

The above is the recommendation of the Fact Finder. At the fact finding hearing, both the Board and the Teacher Negotiating Team entered into a tentative Agreement. It was the entering of the tentative Agreement that has caused this Fact Finder to make the above recommendations. These will be and are the recommendations of the Fact

Finder. There is no reason, when the Fact Finder considers the art of the possible, for the parties not to enter into an agreement, based upon the above.


GEORGE T. ROUMELL, JR.
Fact Finder

February 10, 1995