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**STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION**

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
CLERK OF RECORD

**IN THE MATTER OF THE FACT FINDING BETWEEN**

**PINCKNEY SCHOOL DISTRICT**

**MERC Case No.: D03 G-1995**

**-and-**

**PINCKNEY EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, MEA**

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**REPORT AND RECOMMENDATION**

**APPEARANCES**

**For the Employer**

**Brian Higgins  
Assistant Superintendent for Personnel  
Pinckney School District  
2130 East M-36  
Pinckney, MI 48169**

**For the Association**

**Lane Hotchkiss, Uniserv Director  
MEA  
3399 E. Grand River  
Suite 203  
Howell, MI 48843**

## **REPORT**

A fact finding hearing was held on May 6, 2004 pursuant to the petition of the Employer. Comprehensive exhibits were submitted and reviewed by the fact finder prior to the hearing. The parties have waived the requirement in the General Rules for the Reasons and Basis for the findings, conclusions and recommendations in this matter.

### **Wages and Insurance for 2003-2004**

Because of the financial crisis faced by the District, caused by the lack of adequate funding, an insufficient increase in enrollment, and escalating insurance costs, only step increases and a modest lump sum payment to those support personnel at the top of the scale can be afforded. A give-back in insurance premiums would not be appropriate.

### **Wages and Insurance for the Second Contract Year, 2004-2005**

A continuing financial crisis is expected. If there is a continuation of promised state funding and the pupil count does not erode excessively, there should be a modest increase in wages.

The support personnel should begin contributing to the cost of their current insurance plan, with the expectation that a less expensive plan will come on line the fall. Support personnel should pay a modest fee for their current plan, and a lesser fee for the new plan, if they receive a salary increase that is greater than their out-of-pocket insurance costs. Fact finding should be introduced

on the health care issue, if necessary, to create a recommendation in time for the next insurance year. The amount of payment for the existing plan should be less than that paid by teachers, because of the lower salary experienced by support personnel.

#### **Sick Time, Longevity, Severance Pay and Personal Days**

The record supports an increase in sick time and the introduction of the Association's longevity language, with implementation delayed. The record would not support increases in personal days or changes in severance pay.

### **RECOMMENDATION**

#### **Current School Year 2003-2004**

##### **Wages and Insurance**

One percent off the schedule (lump sum) for those support personnel who did not receive a step increase. No out-of pocket payment for insurance until July of 2004.

#### **Second Contract Year 2004-2005**

##### **Wages**

Step increases frozen until the second semester

Wages increased  $\frac{1}{2}$  percent first semester if \$6,700 foundation grant is provided and blended student count is 5,088. If the blended student count is between 5,088 and 5,060, the  $\frac{1}{2}$  percent increase will be prorated. If the blended student count is below 5,060, no increase will be required. Wages increased an additional  $\frac{1}{2}$  percent, or the prorated amount above, for the second semester if a foundation grant of \$6,700 is provided.

### **Insurance**

Starting July 1, 2004 support staff pay \$15 per month for current insurance plan.

September 1, 2004, MESSA Choices II replaces current plan, if it is available. Until it is available, support staff will continue to contribute \$15.00 per month.

September 1, 2004 or at the time MESSA Choices II becomes effective, support staff contribute \$10 per month for health care, unless the preconditions for a salary increase that exceeds the \$10 payment in the second contract year are absent. If the support staff are not receiving a potential wage increase in either the first or second semesters that exceeds \$10 per month, the health care contribution will be abated.

The parties agree to begin negotiations on the successor provision to Article XVIII/INSURANCE not later than December 1, 2004. If the parties have not reached agreement on that Article by February 15, 2005, they shall jointly petition the MERC for fact finding on that Article alone and request that the MERC *immediately* appoint a fact finder in the event that the parties are unable to reach mutual agreement on that appointment. The parties agree that the fact

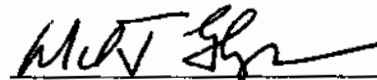
finding proceeding, including the issuance of a recommendation by the fact finder, shall be completed not later than May 15, 2005.

### **Longevity**

The Association's proposed longevity enhancement would be placed in the contract, but implementation would be delayed until after contract expiration.

### **Sick Leave, Personal Days and Severance Pay**

Sick days increased from 10 to 11 per year for classifications 1 and 2. No change in contract for severance pay and personal days.



Mark J. Glazer, Fact Finder

June 12, 2004