

12/21/72

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FACT FINDING OPINION AND AWARD

LABOR AND INDUSTRIAL
RELATIONS
MICHIGAN STATE UNIVERSITY

Crestwood Board of Education

and

Case No. D72 F-1751

Crestwood Education Association

RECEIVED
DEC 26 1972

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

Keith Grotz 12-21-72

Appearances

Appearing for the Board

Robert Rutila, Superintendent
Douglas Nicoll, Trustee
Walter Derry, Trustee-Treasurer
James Lofft, Trustee
Edward Homeier, Esq., Attorney

Appearing for the Association

George Trudell, MEA Staff Representative
John Lundberg, Chief Negotiator
Miles R. Winn, President
Gene J. Dalessandro, Vice President
Richard K. Fox, Negotiator
Karl D. Hamrick, Negotiator

Crestwood Board of Education

ISSUES

Economic

Under the terms of a Memorandum of Agreement executed between the parties (joint exhibit no. 1), one economic and one non-economic package were submitted to the fact finder by each party. The economic package contained four major economic areas. The first was insurance benefit programs. More specifically, the amount of life insurance and health insurance to be provided by the district to begin immediately following the fact finding award.

The second issue was the 1971-72 salary schedule. Specifically at issue was the amount at each step of the schedule and whether there was to be retroactivity for the period of the wage price freeze on the incremental steps from the previous schedule of 1970-71. Not unrelated to the second issue, the third issue in the dispute was the 1972-73 salary schedule amount.

The fourth and last issue in the economic package was the extra service pay schedule. At dispute were the amounts to be paid for both the 1971-72 school year and the 1972-73 school year. Further, there was a question on the addition of two new positions to the schedule for the 1972-73 school year.

Non-Economic

The non-economic items in dispute were mutually reduced by the parties following the comparison of their final offers. Evidence and testimony were taken, therefore, in only two areas on the non-economic package.

The first issue in dispute was the provision of ten days for Association business. The second dispute area concerned changes in the professional grievance procedure. More specifically, the time limit specification for filing of a grievance and how the meeting of this time limit was to be verified.

And also, whether Section D concerning the use of attorneys should be retained or deleted from the procedure.

Discussion

In a Memorandum of Agreement executed by the parties on November 4, 1972, a procedure was established for the resolution of the matters in dispute between the parties based on the submission of final offers to a binding fact finding procedure. Pursuant to the terms of that agreement the parties mutually designated a fact finder, and a hearing was established.

Each party submitted to the other their last offers in two packages; one concerning economic, and the other non-economic items. The fact finder and the opposite party each received these final offers one week prior to the date of hearing as per the agreement.

At the hearing the packages were modified by the parties and the following issues were withdrawn from the fact finders consideration: (1) health insurance program, (2) negotiations procedures, (3) duration of agreement.

Economic Package

Under the terms of the agreement the fact finder can only select between the economic packages as finally submitted to him by the parties. Having no power to modify or reject these packages, but only to pick one from between them, the fact finder is forced to pick a package containing many sub-units some of which he might reject if permitted to select from between the individual parts of the economic package. Having no opportunity to rearrange and rebalance the package, the fact finder is forced to pick between the least of two undesirable alternatives. Or to state it more positively, the most desirable of the alternatives.

The parties through their efforts to narrow the distance between their final positions have assisted the fact finder and made the problem of selection less difficult than it might otherwise have been had the parties been totally unrealistic in their final offers.

After reviewing the exhibits, it is obvious that the major area of dispute between the parties is over the salary schedule amounts in the 1971-72 salary schedule. This is not to say that there are not differences between the parties on the issues of life insurance, the 1972-73 salary schedule, and the extra duty pay schedule. These, however, are minimal by comparison to the remaining dispute on the 1971-72 salary schedule.

In order to reach a decision on the economic package the fact finder reviewed each of the issues and exhibits presented to him. It is very difficult to separate out the specific issues in the economic package and judge them independently on their merits, when the fact finder is constrained to only consider the totality of the final offers submitted by the parties. Therefore, in reaching a final award on the economic package it was necessary to consider the final offers in relation to the following criteria: (1) the positions of the teachers on the schedule by years of service and educational attainment, (2) the cost of living increase and the effect upon the salary of a teacher after receiving both a schedule increase and movement within the schedule, (3) the relative position of the Crestwood Schools in relation to other school districts within the county and within the immediate geographic area, (4) the ability of the school district to levy millage and expend funds for salaries, (5) the overall salary position of the teachers including fringe benefits after implementation of the 1972-73 salary schedule.

Economic Package Award

After reviewing all the exhibits and with the understanding that the packages cannot be internally manipulated to produce any greater degree of equity than existed at the time of final offers, it is hereby awarded that the final offer as submitted by the Board of Education shall be implemented. More specifically, Article XIX insurance protection shall include the amount of \$11,000. The 1971-72 salary schedule shall be as found on page 2 of joint exhibit no. 2. The 1972-73 salary schedule shall be as found on page 3 of joint exhibit no. 2. The extra duty pay schedule for 1971-72 and 1972-73 shall be as found in Schedule C on page 4 of joint exhibit no. 2. (see attachments)

Non-Economic Package

As with the economic package, the non-economic final offers were in need of modification. However, since the fact finder is restricted by the terms of the agreement from making any modifications in the final offer packages submitted, the final provisions are not without fault.

The fact finder can see no valid argument, resulting from the testimony of the Board representatives, as to why the Association should not be provided some paid time off for purposes of conferring with the Board and its representatives. The amount which the teachers are seeking does not appear to be excessive nor unjustified based on the circumstances cited by their representatives.

What is questionable is the provision of days for Association business unrelated to the process of representation of teachers to the Board of Education. However, having no powers to modify the packages the fact finder is powerless on this point.

On the issue of the changes in the professional grievance procedure it is clear that both parties recognize the need for time limits for filing of a grievance. However, the parties are at considerable distance based on their final offers on this issue.

The second issue confronting the professional grievance procedure concerns deleting Section D of the present procedure. It is clear to the fact finder from the testimony that this step hasn't resolved grievances as anticipated when originally placed in the procedure. Deleting this section of the grievance procedure should expedite the process and eliminate a procedure which is historically useless.

Non-Economic Package Award

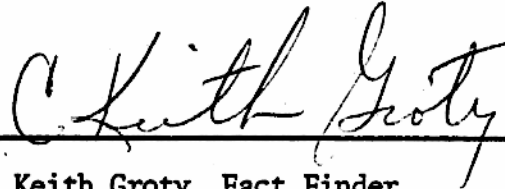
After considering the exhibits and testimony, the non-economic package as proposed by the Association is awarded. It is to be implemented and included as a part of the master agreement between the parties. More specifically, in Article II a new section is to be inserted as proposed in joint exhibit no. 3. Further, the language as proposed in joint exhibit no. 3 is to be inserted in Article XX, Section A1. Section D1 of the present Article XX grievance procedure is to be deleted. (see attachments)

Summary Comments

The parties are to be commended for their willingness to experiment with a new process of dispute resolution. The quality of the materials presented to the fact finder and the conduct of the representatives of the parties is to be commended.

Although the award may not have produced the equity which either of the parties or their individual constituents may have desired, the process

did provide a realistic resolution to the disputes. Further, the process provides the foundation upon which the parties can and should proceed to establish a relationship whereby these issues can be resolved without resort to third party interveners.

A handwritten signature in cursive script, reading "C. Keith Groty", written over a horizontal line.

C. Keith Groty, Fact Finder

December 21, 1972

CRESTWOOD BOARD OF EDUCATION
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE B

SALARY SCHEDULE--1971-72

<u>YEARS EXPERIENCE</u>	<u>B.A.</u>	<u>M.A.</u>	<u>ED.SP.</u>	<u>ED.D.</u>
0	\$ 8,400	\$ 9,400	\$ 10,150	\$ 10,900
1	8,960	10,090	10,840	11,590
2	9,520	10,780	11,530	12,280
3	10,080	11,470	12,220	12,970
4	10,640	12,160	12,910	13,660
5	11,200	12,850	13,600	14,350
6	11,760	13,540	14,290	15,040
7	12,320	14,230	14,980	15,730
8	12,880	14,920	15,670	16,420
9	13,440	15,610	16,360	17,110
10	14,000	16,300	17,050	17,800

Teaching experience credit is granted for a half-year (1/2) of experience. Teachers shall be paid one-half (1/2) of an appropriate increment for this credit.

\$500 above this schedule shall be allowed for school social workers.

The 1971-72 Schedule B shall be effective as of November 11, 1971, for the balance of the 1971-72 school year.

For the portion of the 1971-72 school year preceding November 11, 1971, the basic annual salary shall be that represented by payments made during the period.

CRESTWOOD BOARD OF EDUCATION
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE B

SALARY SCHEDULE--1972-73

<u>YEARS EXPERIENCE</u>	<u>B.A.</u>	<u>M.A.</u>	<u>ED.SP.</u>	<u>ED.D.</u>
0	\$ 8,800	\$ 9,800	\$ 10,550	\$ 11,300
1	9,350	10,516	11,266	12,016
2	9,900	11,232	11,982	12,732
3	10,450	11,948	12,698	13,448
4	11,000	12,664	13,414	14,164
5	11,550	13,380	14,130	14,880
6	12,100	14,096	14,846	15,596
7	12,650	14,812	15,562	16,312
8	13,200	15,528	16,278	17,028
9	13,750	16,244	16,994	17,744
10	14,300	16,960	17,710	18,460

Teaching experience credit is granted for a half-year (1/2) of experience. Teachers shall be paid one-half (1/2) of an appropriate increment for this credit.

\$500 above this schedule shall be allowed for school social workers.

The 1972-73 Schedule B shall be effective as of September 4, 1972.

Jg
December 7, 1972

CRESTWOOD BOARD OF EDUCATION
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE C

EXTRA PAY FOR EXTRA SERVICE

ACTIVITY	MIDDLE SCHOOL			HIGH SCHOOL		
	1970-71	1971-72	1972-73	1970-71	1971-72	1972-73
Head Football Coach	600.00	630.00	661.50	920.00	966.00	1567.41
Assistant Football Coach	507.00	532.35	558.97	710.00	745.50	1209.69
Head Basketball Coach	600.00	630.00	661.50	920.00	966.00	1014.30
Assistant Basketball Coach	507.00	532.35	558.97	710.00	745.50	782.78
Head Track Coach	500.00	525.00	551.25	675.00	708.75	744.19
Assistant Track Coach				520.00	546.00	573.30
Head Baseball Coach	500.00	525.00	551.25	675.00	708.75	744.19
Junior Varsity Baseball Coach				520.00	546.00	573.30
Cross Country Coach				582.00	611.10	641.66
Swimming Coach				920.00	966.00	1014.30
Golf Coach				530.00	556.50	584.33
Tennis Coach				530.00	556.50	584.33
Wrestling Coach				920.00	966.00	1014.30
Cheerleaders	250.00	262.50	275.63	320.00	336.00	352.80
Intramurals	530.00	556.50	584.33	530.00	556.50	584.33
GAA	530.00	556.50	584.33	530.00	556.50	584.33
Annual Sponsor				500.00	525.00	551.25
Newspaper	400.00	420.00	441.00	500.00	525.00	551.25
Operetta (Each Production)				250.00	262.50	275.63
Drama (Each Production)	235.00	246.75	259.09	250.00	262.50	275.63
Audio-Visual Coordinator	600.00	630.00	661.50	600.00	630.00	661.50
Driver Education Coordinator				700.00	735.00	771.75
Adult Education Coordinator				800.00	840.00	882.00
Band Director				635.00	666.75	700.09
Class Sponsors						
Senior Class				311.00	326.55	342.88
Junior Class				156.00	163.80	171.99
Sophomore Class				124.00	130.20	136.71
Freshman Class				124.00	130.20	136.71

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

(New Section to be inserted after Section I)

At the beginning of each school year, the Association shall be credited with ten (10) days of released time which shall be used at the discretion of the Association by teachers who are officers or designees of the Association, provided that twenty-four (24) hours notice is given by the Association prior to such leave. Such notification shall be waived in cases of emergency.

ARTICLE XX

PROFESSIONAL GRIEVANCE PROCEDURE

Language of 1970-71 Contract with the following changes:

A. Level One: Informal Procedure

1. A teacher with a grievance shall first discuss the grievance with his building principal or other such supervisor alone or together with a representative of the Association.

The informal discussion must be requested by the teacher or representative of the Association no later than forty-five (45) school days from the occurrence of the grievance or no later than forty-five (45) school days from the time the grievant is aware of the grievance or reasonably should have been aware of the grievance. It is understood that any grievance which involves the loss of remuneration is exempt from this time limit. It is further understood that the time limit does not prohibit the filing of grievances which occurred during the period from the termination date of the 1970-71 Agreement to the date of the signing of this Agreement.

D. 1. (Attorney Step) - Delete