

FF 3/6/90
MSU

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STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
FACT FINDING

In the Matter of the
Fact Finding Between

DELTON KELLOGG SCHOOLS
BOARD OF EDUCATION

-and-

MERC Case No. C89 I-0618

SOUTH CENTRAL UNIFIED
BARGAINING ASSOCIATION

FACT FINDER'S FINDINGS OF
FACT AND RECOMMENDATION

APPEARANCES:

FOR DELTON KELLOGG SCHOOLS
BOARD OF EDUCATION:

Bruce R. Bigham, Advocate
Dean McBeth, Superintendent
Glen T. Weever, Board President
Sally A. Adams, Board Secretary
John Wells, Board Member

FOR SOUTH CENTRAL UNIFIED
BARGAINING ASSOCIATION:

Robert Nicholson, Uniserv
Jake Ypma, DKEA President
Duane Hornbeck
Judy Baur

On October 19, 1989, the parties "mutually agreed to binding fact finding in order to avoid a work stoppage and resolve the contract dispute." Subsequently, following a Petition filed by the parties to the Michigan Employment Relations Commission, the undersigned was appointed the Fact Finder. By arrangement with the parties, the Fact Finder requested certain information to be presented to him by each of the parties in support of their respective points of view on the issues in dispute. This included detailed analyses of financial information and comparables.

This material was submitted to the Fact Finder for review. The Fact Finder did review this material.

Delton Kellogg Schools

On February 21, 1990, the Fact Finder arrived at Delton, Michigan for the purposes of conducting a fact finding session.

At the time, the parties presented the attached Stipulated Settlement between the parties. The Fact Finder reviewed this settlement. After reviewing the settlement, the Fact Finder agreed to execute the settlement as his finding of fact and recommendation and did so. The Fact Finder must explain to the parties that in considering all the circumstances and all the materials submitted to him by the respective parties, he believes that in the context of collective bargaining, this particular Stipulated Settlement is fair to both parties. It was only because the Fact Finder believed that the Stipulated Settlement was fair to both parties that he agreed to adopt same as his report. He hereby reaffirms his signature to the Stipulated Settlement dated February 21, 1990.


GEORGE T. ROUMELL, JR.
Fact Finder

March 6, 1990

Stipulated Settlement
Between the
Delton Kellogg Schools Board of Education
and the
South Central Unified Bargaining Association
(MERC Case No. GS9 1-0618)

After careful review and consideration of those issues subject to binding fact-finding under the terms of agreement between the parties dated October 16, 1989, the aforementioned parties agree as follows:

1. Salary for the 1989-90 and 1990-91 contract years will be adjusted by 4.5% and 5.0% respectively. The salary settlement for the 1989-90 contract year will be paid retroactively to August 23, 1989.
2. In addition to converting to the MESSA PAK plan concept as previously agreed to by the parties, the health insurance plan in Plan A will be changed from Supercare 2 to Supercare 1. This conversion will transpire as soon as possible following execution of this stipulated agreement. Teachers will not be expected to retroactively reimburse the district for premium differentials paid since August 23, 1989.
3. Appendix B (section 1) of the master contract will be amended to include the following provision:

The Board will reimburse eligible employees electing Supercare 1 health care for up to \$50.00 per individual (maximum \$100.00 per family) for deductible expenses incurred for otherwise qualified claims submitted under the Supercare 1 plan. The employee must submit written verification of qualified expenditures from MESSA in January (commencing in 1991). Deductible reimbursements will be issued not later than the end of February.

The Board agrees it will adopt a resolution or initiate such other action to establish the above referenced addition to Appendix B, section 1 as a bona fide medical reimbursement plan consistent with the rules and regulations of the U. S. Internal Revenue Service.

4. It is the desire of the parties that the fact finder sign and execute this stipulated settlement with the intention it serve as the binding resolution of the issues contained herein, thereby bypassing the parties' respective ratification processes which would normally serve as the final approval process for these issues.

The above stated agreement is submitted by mutual agreement of the undersigned on behalf of the parties for signature and execution by the fact finder.

Bruce Biggins
For the Board of Education

Bruce Biggins, Labor Relations Director
Michigan Association of School Boards

Date: February 21, 1990

Robert D. Nicholson
For the South Central Unified
Bargaining Association

Robert Nicholson, Uniserv
Michigan Education Association

Date: February 21, 1990

The fact finder does hereby execute the stipulated settlement this 21st day of February, 1990.

George T. Roumell, Jr.
George T. Roumell, Jr., Esq.