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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding

EASTERN UPPER PENINSULA INTERMEDIATE
SCHOOL DISTRICT

and

Case No. G89 A-65

EASTERN UPPER PENINSULA INTERMEDIATE EA/
MEA/NEA

FACT FINDING REPORT

Prepared by:

Kenneth P. Frankland

Fact Finder

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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS
COMMISSION
JUL 1 1989
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LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Eastern Upper Peninsula School District

INTRODUCTION

The undersigned was appointed by the Employment Relations Commission after a request for the same by the Union after attempts by the parties to complete collective bargaining was successful. A hearing was rescheduled and conducted on Monday, May 8, 1989 at the offices of the employer.

APPEARANCES

For The EUPISD

Robert Wiles
Glenn Holland
Judy Hamil

Andrew Angwin, MASB Consultant

For the EUPISD EA

Tim Greenough
Gary Mark
Sandra Walker
Charles J. Herring,
EUPEA Bargainer

There were six issues in the petition, including grievance procedure, car use, work hours, retirement and terminal leave, fringe benefits and salary and salary schedule. Additionally, the Union added a new proposal at the time of the Fact Finding, based upon difficulties in securing witnesses for the hearing without the bargaining union members having to take personal leave. This new proposal was referred to as released time.

The Education Association produced 42 exhibits in support of its case and utilized the testimony of Mr. Herring, Mr. Mark, Mr. Greenough and Ms. Walker. The Board made its presentation utilizing exhibits lettered A - Y and utilizing the testimony of Mr. Robert Wiles and Mr. Andrew Angwin from the Michigan Association of School Boards. Additionally, there was a joint

exhibit regarding the status of negotiations prior to Fact Finding. A copy of the existing contract was also presented.

This report will review the facts of each issue and make a recommendation on each issue.

ISSUE NO. 1

GRIEVANCE PROCEDURE

The existing contract Article XIX has a five-step grievance procedure which includes review by the superintendent as step 3, step 4 a review by the Board, and step 5 mediation through MERC. Neither party is bound by the Mediator's decision or recommendation. The Board proposes to retain the existing language.

Contrarily, the union proposes an entirely new system consisting of three steps and then binding arbitration. In support of its position, the Union emphasized that the lack of binding final resolution does not lend finality to a decision and a mutual reviewer such as an Arbitrator should be made available to both parties. Further, they suggest that all units in Region 16 have arbitration clauses.

The Union did not vigorously pursue this item as compared to other items. The District offered Exhibit Y which showed that in 1985-86, there were no grievances; in 1986-87, four grievances with one mediated; in 1987-88, three grievances filed with none mediated. In the context of another issue, it was pointed out there was a grievance, but it was resolved without the resort to

mediation.

In the absence of strong evidence that the existing grievance system does not work, or that there are numerous grievances which cannot be resolved, there is no compelling reason why the procedure should be changed. The burden is always on the moving party to go forth with evidence as to why a change should occur. Other than everybody else has it, there is no compelling reason to change. Accordingly, it is the recommendation that the position of the District be adopted and that the existing contract language be retained.

ISSUE NO. 2

CAR USE

Existing Article XXI indicates an employee will be reimbursed for using his personal car for business purposes. Personal mileage to and from work is the responsibility of the employee and is defined as the mileage from the employee's house to the assigned service center, primary work site. Employees reporting to a secondary work site receive mileage beyond the primary work site.

The Union proposes to change the definition of personal mileage to mean from the employee's house to the nearest local school. Any business travel beyond the nearest local school would be reimbursed and employees reporting to a work site other than their service center would receive reimbursement when their mileage exceeds the distance from their home to the nearest local school.

The Board opposes such a change, maintaining that it creates some cost implication and the Board wants the flexibility to determine what the work site is and pay mileage from the assigned work site irrespective of where the employee lives.

The Union offered Exhibit EA 3 which demonstrated that the reimbursement formula could be discriminatory depending upon where you live. There are four service centers. Depending upon the service center assignment, the employee may have to drive past a school to get to the assigned service center. Exhibit EA 3 demonstrated that you get reimbursed from where you live, not the total mileage. Apparently this item was aggrieved, gone to mediation, but was not settled.

Exhibit EA 3 demonstrates that if Rudyard is the service center, that a person living in Rudyard is totally reimbursed for all mileage to four different locations. However, if you lived in Pickford and were assigned the Rudyard service center, of a total of 187 miles you would get reimbursed only 69, and if you lived in Cedarville, and were assigned Rudyard as a service center, total mileage would be 209 miles with only 31 being reimbursed.

The Administration obviously has the right to assign people to a primary work station where, as here, the work covers vast geographic areas. The parties have negotiated language so that mileage from the employee's house to the assigned service center, is not reimbursable. Mr. Mark, one of the negotiators, claimed that Mr. Wiles, during negotiations, said very few persons

would be effected. The Union treats this as an equity issue since apparently some employees are benefited and some are not. Since the Intermediate School District services this large geographic area, the Union believes it is more equitable to be paid once you have passed the nearest local district rather than having to report to an arbitrary service center and getting reimbursed only for the excess mileage from the service center to the point of destination.

Quite frankly, this is a very confusing issue and the sparse information provided did not lend an awful lot of light to the subject matter. This does not appear to be a significant economic issue to the District, and affects only a few members of the bargaining unit.

It is the recommendation that without clear and convincing evidence that the majority of the members of the unit are being adversely effected, it seems more tenable to adopt the Board's view that an employee should only get reimbursed from his assigned work station and that it is the responsibility of the employee to get to the work station. There was no evidence of arbitrary or capricious action by the Board in making work assignments. If there was such evidence, a different result might occur. Thus in the absence of any such arbitrary conduct, there is no compelling evidence that suggests that the Union's position should be adopted. Again, the burden seems to be upon the party urging the change, and although some inequities may be demonstrated, there does not appear to be a clear and convincing

case that whatever individual inequities there might be that they over ride what at least on the surface appears to be a non-discriminatory applied Board policy.

ISSUE NO. 3

WORK HOURS

Article XVIII, Section 1 establishes that RDC staff hours are from 8:00 a.m. to 3:30 p.m. with a one hour duty free lunch hour. The daily work schedule will provide one hour of non-student contact time. Section 2 indicates that non-RDC employees will work the hours of their assigned location for the day. The Union proposes to delete Section 1 and 2 and to replace those Sections with "the employee's work day within a building should be based upon a 6 1/2 hour day." The Board wants the existing language to continue. They argue that to operate other than as presently set out would jeopardize the service center school schedule due to the busing of students, their arrival and departure times.

Mr. Mark testified that he works at Newberry and that the teachers serving the severely impaired at Newberry report at 8:45, go through their lunch and they are off at 3:15. He says that he and one other person come in 45 minutes late. Because of the nature of the students, teachers must be with them at all times. Conversely at Rudyard, the teachers arrive at 8:00 and apparently leave at 3:30, but need to be with the students at all times and do not have a one hour non-student contact time. Apparently, this arises because all students are bused to Rudyard, they come in at

different times and the needs for the teachers are different. Some of them must be there at 8:00. Those who arrive at 8:00 apparently do not leave early. Thus, there is a disparity between the teachers at Newberry who apparently are working a 6 1/2 hour day and those at Rudyard who are working in excess of 6 1/2 hours. Apparently, 7 or 8 teachers at Rudyard are effected by this policy. It is obvious that the intent of the contract is to have a 6 1/2 hour work day, staff hours being 8:00 to 3:30, but with a one hour duty free lunch. How staff is arranged in order to have only 6 1/2 hours of work, is obviously a management decision.

Management has decided at Newberry to accept or condone some teachers arriving late, working through the lunch hour and leaving at 3:15, so that they only work 6 1/2 hours. If the school district does not require those teachers to report at 8:00 and leave at 3:30 as per the contract, then the district should make accommodations for those teachers at Rudyard who are not receiving the same flexible benefits as the teachers at Newberry. The explanation offered by the Board is that half of the students at Newberry come other than by bus and ostensibly you don't need teachers there at 8:00. Whereas, all students are bused to Rudyard and although it wasn't stated, I assume that some students arrive at 8:00 and therefore teachers are needed at that time.

Teachers at Rudyard should be provided the same flexibility as the teachers at Newberry, that is they should either be able to arrive later or depart earlier in order to get only 6

1/2 hours of work. In other words, the district wide policy, if it is different from that which is in the contract, should be applied evenly to all teachers and not to the advantage of some and to the disadvantage of others. Having made an exception, it is the recommendation of the Fact Finder that the Board grant the same exception to the teachers at Rudyard and permit those teachers to either arrive later or depart earlier as administrative conditions warrant. If for some reason the Board believes that they cannot accommodate early departures and late arrivals for administrative efficiency, then those teachers should be paid over time for work in excess of 6 1/2 hours. This may cause some administrative concern for the district, but it is the district that created the inequity and the preference between members of the bargaining unit and the policy should be applied to equally to all members of the bargaining unit. It should be either 6 1/2 hours of work for all members or those working in excess of 6 1/2 hours should be paid over time.

ISSUE NO. 4

FRINGE BENEFITS

Article XXII currently has 5 sections; hospitalization, dental, life insurance, regional development center clothing, and options. The Union proposes to delete present wording in Sections 1, 2, 3, and 5 and to add new sections for hospitalization, dental, life insurance and for options, and to add a 6th section for long term disability.

Issue 4A

Dental Benefits

Under hospitalization, Section 1, the Union wants fully paid MESSA Super Med II for the employee's entire family. Presently the Board pays \$220 per month. The District indicates that to apply full coverage for the employees at an estimated 30 percent increase, would be \$456 per month or \$60,192. The Union offered exhibit EA 4 which indicates that the superintendent receives fully paid health insurance. The Union, via Exhibit EA 5 indicates that 10 of the school districts in region 16 have full family health benefits paid by the Board. For purposes of this issue and generally for all other issues, I don't believe that region 17 or region 18 local districts are comparable and would limit my consideration to either local districts within Region 16 or the other Upper Peninsula intermediate school districts. Exhibit EA 8 demonstrates that 5 ISDs have full family health insurance paid by the Board and two do not, including Eastern U.P. Irrespective of what other administrative personnel and/or superintendents might be receiving, the proper way of comparing this unit is with comparable employees and those comparable employees would either be other ISDs or perhaps the local district teacher bargaining units.

The Board essentially rejects all fringe benefits and it might be easier to deal with all of the fringe benefits in a package, but this Fact Finder is working on each issue separately

and making recommendation on each, taking into consideration however each individual decision will impact the total amount of fringe benefits. Since the Board does not necessarily claim inability to pay on either this issue or on the salary issue, we have to assume that their resources would be adequate and that they must have the same relative ability to pay as would other ISDs. No information was given with respect to the revenue sources, balance sheets, etc. of the other ISDs. No information was given as to geography, students, teachers and like between ISDs, but at least for the purposes of this fact finding report, it will be assumed that ISDs are generally comparable and therefore, information regarding contractual rights in one ISD will be used for comparison purposes.

Based upon the availability of fully funded plans in the majority of the other ISDs it is the recommendation that the health insurance be capped at \$300 a month or fully funded, whichever is less. Since there is no accurate estimate of exactly what it might cost, this recommendation moves toward full funding if it is more than \$300 a month.

Issue No. 4B

Dental Benefits

The teachers want to add orthodontics and argue that all other ISDs have it except EUP. The District claims that the total cost with an orthodontic rider would be \$52.00 per month times 19 families or \$6,864. Apparently, it costs about \$38.00 per month

for the existing coverage. Apparently, the ortho rider that the Union wants would be 90 percent with a \$1,000 lifetime per family cap. Exhibit EA 10 suggested that one year estimated monthly rate per person would be \$48.20 for such a plan. Full dental plans including orthodontic riders are generally considered to be top of the line benefits and given the fact that the Board apparently has a reasonably good dental program at the present time, there doesn't seem to be any compelling reason to go to a more enriched program in the absence of some compelling argument that it is needed. Frankly, it would appear to be more of a luxury and given the recommendation for increased medical benefits, it would seem that added costs for dental would be too much of a benefit in one year irrespective of the cost.

Issue No. 4C

Life Insurance

At the present time, there is a \$20,000 benefit per employee and the Union requests that the group life benefit be increased to \$45,000 per employee. Apparently, this would cost about \$5.00 per person per month and the cost and the relative benefit are really not the issue here. Apparently, the Union rationale is that the superintendent received \$45,000 and therefore members of the bargaining unit should receive it also. The existing \$20,000 is the same received by the majority of the individual districts within the region and quite a few districts receive none at all. Only the LSSU faculty receives more than

\$30,00. Of the ISDs, Delta Schoolcraft apparently has \$25,000 and all others have \$20,000 or less.

By almost any comparison, the life insurance program is comparable with other employees of collective bargaining units and there is no rationale for increasing the benefit to \$45,000 per employee and to use the superintendent's package as a stalking horse is not appropriate. Accordingly, the recommendation is to keep the existing life insurance program.

Issue No. 4D

Long Term Disability

Again, this is an item that does not cost all that much. Apparently 31 cents per \$100 and the rationale is not much different than that for the life insurance. The administrators apparently have it, but only 4 of the local districts in the region have long term disability and according to Exhibit EA 6, only 2 ISDs in the U.P. have it. Based upon the rationale explained for the life insurance, it is also the recommendation that the Union proposal be rejected and that no long term disability be added.

Issue No. 4E

Options

At the present time, the Board pays up to \$110 per month toward the costs of fixed and/or variable options for non-subscribers to health insurance. The Union proposes to take the single subscriber premium of the MESSA and/or MEALS to fixed option programs as the amount for those not electing health insurance. The

Board suggests that this would amount to \$179.00 per employee per month and apparently there are 8 such employees for a total cost of \$17,250. Apparently, during the negotiations, the Board offered a possibility of \$115 in the first year and \$120 in the second, \$125 in the third year. In view of the fact there is a recommendation for up to \$300 a month payment by the Board for health, if the recommendation is accepted, the equivalent percentage benefits should be made available as an option to those persons who do not elect health coverage. In other words, whatever the ratio at the present time of \$110 is to what the Board pays, which apparently is 50 percent, then 50 percent of the proposed increase in health benefits paid by the Board should also be passed on as an option to those who do not elect the health benefit.

ISSUE NO. 5

RETIREMENT AND TERMINAL PAY

At the present time, the contract contains neither a local retirement program nor a terminal leave program. The Union is requesting both a retirement and a terminal leave program. Per retirement, the Union wants a person with a combined service and age of 75 points to receive \$225 a year for each year served with the EUPISD up to a maximum of 30 years. Payments would be made to age 65 or a maximum of 7 years. Additionally, the Union proposes a terminal leave policy so that unused sick days will be paid at retirement as follows: 1) those who qualify for early retirement incentives would receive 1/2 of the current substitute pay for each

unused sick day and 2) those not eligible for early retirement would receive the current substitute pay for each unused sick day. The maximum accumulation would be unused sick days during the last seven years of employment.

The Board's position was a rejection of these proposals and they submitted Exhibit S for projected costs. For terminal pay, the maximum benefit for a person retiring early, 1/2 of sub pay would be \$2,100. For those who had regular retirement, a maximum terminal pay for unused sick days would be \$4,200. At the present time, apparently 4 people of the unit may be eligible or are over 20 years service. On retirement, the Board's exhibit indicated that at \$225 a year for up to 30 years it would pay \$6,750 per person; if payments are for a maximum 7 years, it would be \$47,250.

The Union offered Exhibits EA 11, 12, 13 and 14 on this issue. Of the Region 16 districts, all but one district have either sick leave or early retirement with 8 districts having sick leave and three having nothing and 6 have early retirement and 5 have nothing. Of the ISDs, three have a termination program for unused sick leave. One has an early retirement program and Marquette/Alger has both.

Exhibit EA 12 was offered to demonstrate an employee with 28 years of service at the top of Schedule A would receive a benefit of \$6,300 per year times seven years or \$44,100 for early retirement for each of the 3 employees. Assuming that a new

employee was brought in at a lower salary, the Union argued that there would be a net saving in the first year of \$2,588 for the first employee, \$4,054 for the second and \$5,275 for the third. Needless to say, there would be six more years of benefits at \$6,300 per year for each of those persons along with replacement salary which presumably would increase each year.

A review of the submitted information, particularly the programs available in the other ISDs, suggests that perhaps one or the other retirement incentives should be in the contract, but not both. It is obviously that the early retirement program particularly the one proposed here of \$225 a year times years of service is costly. This pension plan would be in addition to the regular pension that the employee would be entitled to under state law. Since only 2 ISDs have early retirements, which appear to have a lump sum payment in Marquette/Alger and a range of \$1,500 to \$3,500 for 5 years and Dickinson/Iron, the proposal presented by the Union here is the most generous. Since the employee already has a retirement program, and their proposal is very generous, this is something that should be collectively bargained and not recommended by a Fact Finder or imposed by an Arbitrator.

However, the sick leave payout plan does seem to be appropriate. Delta-Schoolcraft has 1/5 unused sick leave times per diem rate for 5 year service. Gogebic-Ontonagon has \$20 per day; Marquette-Alger has 1/3 of employees daily rate for each day of unused sick leave to a maximum of \$3,000. The concept of paying

for unused sick days actually encourages employees to be at work and gives them an incentive not to take discretionary sick days. The incentive to the employee is also conducive to more efficiency if persons actually accumulate sick leave and don't have to force the administration to find substitutes when they are sick. The maximum possible payment of \$4,200 does not seem excessive and the early retirement maximum of \$2,100 likewise does not seem to be out of line with what is happening in other ISDs.

For the foregoing reasons, it is the recommendation of the Fact Finder that the Union proposal for unused sick leave be added to the contract, but that the retirement program should not be adopted at this time.

ISSUE 6

SALARIES

By far the most vigorously contested issue was that of salaries. The Union offered most of their exhibits from EA 16 through EA 42 as some evidence bearing upon the total issue of compensation. The negotiators were quite explicit and Mr. Mark was very candid in saying that this was the guts of the issue between the parties. His statement, "that the professional staff won't take it in the ear anymore" clearly set the tone from the Union's side. The Union claimed that the district never offered inability to pay, the superintendent had a very nice contract and there was a substantial equitable issue. With the ability to pay and the willingness to pay the superintendent and some administrators more

money, the Union argued it was inequitable to continue what they perceive to be lower than normal salaries.

The Union contends that the existing staff vacancies numbering 6 as set forth in Exhibit EA 16 suggests that people don't apply because the wages are too low. Of one open position, a coordinator, the District asked the Union to let the ISD hire a coordinator at a higher salary; the Union refused, the matter was grieved and apparently resolved.

The existing salary schedule is Exhibit E from the Board, and the document was appended to one of the Association's exhibits. It consists of 11 steps in 3 categories; A, B and C. Category A starts at \$15,426 and goes to \$24,314, category B starts at \$16,491 and goes to \$26,845. category C starts at \$17,547 and goes to \$29,122. A is Bachelors, B is Masters and C is for others. Each step has an index for improvement. The index is supposedly applied off of the base of A, base of B or base of C. The association's first proposal was part of Exhibit F, would start with a BA base of \$17,924 with 12 steps to 1.91 index. There would be five educational levels; BA, BA plus 20, MA, MA plus 20, and MA plus 30. It would be for one year. However, at the time of the hearing, the association proposed a freeze in 88-89 and for 89-90 proposed a BA minimum of \$17,924, BA max of \$34,235; MA minimum of \$19,358, MA maximum of \$36,974; and a maximum of \$39,712. The association contended that the existing salary structure does not reward years

of experience and they want to catch up with salaries in other areas.

The Board's proposal was for a 20.74 percent salary increase over 3 years broken down as 10 percent in the first year, 6.65 percent in the second year and 4.75 in the third year. They would index from 1.00 to 1.87 in eleven years. They suggested that this would add \$111,516 over three years, most of it front loaded in 1988-89. The index of wages on Exhibit H, which purports to show the improved index was alleged to be inaccurate since the Board had taken the index from the 1987-88 BA base rather than taking the index and applying it to the base of A, B, and C.

Apparently, there are 8 members who would be in the A category, 5 in the B and 5 in the C. The Board's proposal in the first year, the A category, would range from \$16,250 to \$27,788; in the second \$17,000 to \$29,070; and in the third year of \$17,750 to \$30,353. For the B category, the range would be \$17,225 to \$29,088; in the second year \$18,020 to \$30,430 and in the third year \$18,815 to \$31,773. For category C, the first year would start at \$18,200 and go to \$30,388, in the second year \$19,040 to \$31,790 and in the third year \$19,880 to \$33,193. Its clear that some improvement in salary is being suggested by the Board. The Board, of course, wants most of the salaries in the front end and since a lot of members are at or near the top, the teachers would get a modest increase in the first year with lessening increases in the latter two years.

The following chart illustrates the comparison of existing 87-89 and proposed 88-89 under both the Board and the Union's proposal. Also the 89-90, 90-91 projections for the Board are also outlined. The table utilizes only the maximum, because it best illustrates the difference in philosophy between the two positions.

Board's Proposal	A	B	C	
	24,314	26,845	29,122	87-88
	27,788	29,088	30,388	88-89
	29,070	30,430	31,790	89-90
	30,353	31,773	33,193	90-91
Union's Proposal	A	B	C	
		FREEZE		87-88
	24,314	26,845	29,122	88-89
	34,235	36,974	39,712	89-90

There is almost a \$10,000 increase in all categories under the Union's proposal in the 2nd year of this contract. Whereas, under the Board's proposal, even though they are proposing significant increases, it is essentially front end loaded at the lower level and those persons in category C at the highest level would receive only about an \$800.00 increase and a little over \$4,000 over three years. That clearly does not reward longevity for those persons with the highest degrees. Much the same the argument can be made with column B. Although there is a \$3,800 increase in the first year, there is negligible increases in the next two years. Thus, those persons who have MAs and longevity,

receive very little benefit for their service and their educational attainment.

In comparison to other districts, as stated earlier, I believe that it is important to compare this bargaining unit with other ISDs. There are 7 ISDs in the UP. EUP ranks 6th out of 7 in BA base, MA base, BA maximum, MA maximum and the highest salary in 1986-87. In 1987-88 they ranked 7th in BA base, 6th in MA base, 7th in BA maximum, 6th in MA maximum and 6th in highest salary. Projected for 1988-89, using the Board's proposal at approximately 5.3 increase. In 1987-89, the Union would still be 7th in BA base, 7th in MA base, 5th in BA maximum, 5th in MA maximum and 6th in highest salary. In 1989-90, EUP would rank 4th under their proposal for BA base and 5th under the Board's proposal for BA base. In MA base, they likewise would be 4th and 5th respectively. However, under BA maximum, under the Union's proposal, they would be 1st and under the Board's proposal they would be 5th. Under MA maximum, under the Union's proposal, they would be 1st, under the Board's proposal they would be 5th. In the highest salary category, under the Union's proposal, they would be 1st and under the Board's proposal they would be 5th. (See, EA 39, also Exhibit I.)

The Union's exhibits comparing ISDs particularly Exhibits EA 22, 23, 24, 25, 26 clearly showed that when the Upper Peninsula ISDs are ranked, they clearly are way behind and the Board's proposal would improve their posture, but not significantly.

Exhibit EA 35, which is a ranking of percentage of current operating expenditures demonstrates that again the District is about in the middle of the pack and has been going down. The same is true in Exhibit EA 36. In Exhibit EA 38, for instructional aides, the EUP is 3rd for 86-87; 4th for 87-88 and 4th for 88-89. Exhibit EA 40 demonstrates that as far as a revenue base is concerned, compared to other ISDs the total state revenue for 86-87, places the District 4th highest in the State. The District argued that it has 1 mill in special education and .25 for general funds for a total levy of 1.25. They apparently lost the millage request on 9/20/88 for an additional mill. However, Exhibit D demonstrates that the State Equalized Value has been increasing. An \$18 million in SEV was added in 1987-88 of 3.3 percent increase. The total revenues for special education increased from 1986-87 to 87-88 by almost \$200,000. Although expenditures also increased by more than that. The general fund total revenues increased likewise by about \$200,000 over the same time period and so did expenditures. Somehow the Board is projecting decreases in total revenues, both general fund and special education, and that doesn't make a lot of sense considering the SEV is going up. Unless there is a known SEV drop, its hard to understand why the 1.25 mills would produce less revenue.

Exhibit M by the Board suggests that the District in comparison to other Districts in Region 16 for 1987-88 puts them 11th for BA top and 10th for MA top. In 88-89, it would rise to

3rd in BA top and 7th in MA top. That may be true with respect to their Districts in the area, but as pointed out above the statistics are not the same for the ISDs.

When all of the information is assimilated, the question is really, how much of an increase and who gets it and how much in any one particular year. The Board has projected a reasonably conservative increase and has front loaded it primarily at entry level positions for Bachelors. It does very little for the current teachers who have MAs or higher and have been in the system a long time. Since the Board really has not said that they have an inability to pay, there does appear to be a willingness to compensate other non-bargaining unit members.

It is the recommendation that the proposal of the Union for a freeze in the first year and their salary structure for 1989-90 be adopted. Again, this is not to say that the Board's proposal is poor, it simply is fact that as compared to other ISDs, this bargaining unit is behind and the Board's proposal will not raise them to even mid-rankings with their fellow ISD teachers in the second and the third year of the contract. The reasonably generous increases in the first year, front ended particularly at the bachelor's level, do not really recognize the experience, training and seniority. It was felt that the Union's proposal would rectify those long range short comings and place this bargaining unit on an advantageous level and for those persons who are at the top in years and educational attainment would then be the pace setters for

the U.P. Districts. The economic impact would not be devastating since the District essentially said that the more money that goes into administration, reduces the amount of money that is available to redistribute to local districts. Although this was not developed in great depth, Mr. Wiles essentially said that if more money goes into salary, it is simply less salary for redistribution to the local districts.

ISSUE NO. 6

RELEASE TIME

There is one last issue. That of release time. As a result of rescheduling the hearing in this matter, the Union representatives were not given administrative leave but were requested to take personal leave to attend the Fact Finding Hearing. The District indicated that there was no provision in the contract to take care of this situation and that it was not covered by Article XII, Section 12, Association Business. It seems that this issue should not have arisen, but since it has, it is the recommendation that the teachers who attended the Fact Finding not be required to take vacation time and that the District accommodate them as if they were performing Association business. It is recommended that a new Section be added or an amendment be added to one of the existing paragraphs to the extent that the fact finding or MERC activities that are conducted during the business day, be deemed to be an Association matter and the employees not be required to take vacation time.

In summary, the Fact Finder has recommended the following:

1. Grievance Procedures - no change
2. Car Use - no change
3. Hours - adopt the Union position
4. Fringe Benefits - status quo for dental, life and long term disability, and \$80 increase from \$220 to \$300 on the cap for hospitalization; 50 percent increase in the option from \$110 to \$150.
5. With respect to retirement and terminal leave, there should be no retirement, but an unused sick leave policy should be adopted as recommended by the Union.
6. With respect to salaries - the position of the Union should be adopted, that is, a freeze in the first year and the Union proposal in the second year, 1989-90.


There was extensive exhibits and a mass of information to assimilate. These issues are quite difficult, but it is hoped that the report will be of some benefit to the parties and can be used as a basis for reconciliation of the outstanding disputes.

Respectfully submitted,

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DATED: May 26, 1989

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