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# FACT-FINDING REPORT

by

Donald R. Burkholder

Re: Arenac Eastern School District-and-Arenac Eastern Educational  
Support Personnel MEA/NEA

MERC Fact-Finding Case No. L88 I-773

Date, Time, and Location: Thursday, January 12, 1989, approximately  
5:15-8:30p.m. (with two breaks for caucuses), in the Arenac  
Eastern School Library

## Present

Employer: Loren L. Wycoff, Superintendent; Louis Stange. Larry Daly  
and Sandra Daniel, Trustees

Labor Organization: Floyd J. Fitch, MEA Executive Director; Carol Norton,  
Bus Driver; Joan Steward and Margaret Bell, Aides; Christine  
Devereux, Cook

## Exhibits and Background

Five Joint Exhibits, five Union Exhibits and five District Exhibits were submitted at the outset of the hearing, with concomitant presentation of the significance of each exhibit. The Joint Exhibits include the Master Agreement for the school years 1985-86 through 1987-88, inclusive, under which the employees are working at present, subject to negotiation of a new contract, as well as financial data on Arenac Eastern School District, prepared by the District and its certified public accounting firm. The Union Exhibits consisted of a summary of health insurance premiums and the Association's position on increases, as well as supportive financial data for the Region. District Exhibits included the Superintendent's

review and statement of current position and comparative wage data and benefit data.

#### Discussion and Testimony

Witnesses were sworn. Following an orderly presentation and discussion of the exhibits, first by Mr. Fitch for the MEA Support Personnel Unit, then by Mr. Wycoff, there was a full, free, and orderly discussion of the issues as viewed by all participants. Disagreement over what items has been agreed to and "wrapped up" in numerous previous negotiating sessions led to two requests for caucuses, which were granted.

The petition for fact-finding, initiated by the MESPA Unit, lists the issues as Insurance and Compensation. The MESPA letter accompanying the petition characterizes the problem as "discriminatory treatment" between the drivers, cooks, custodians and aides as it pertains to health benefits. The primary benefit in contention is health insurance.

The Fact-Finder, while setting some rules on procedure, encouraged full, fair exchange of views and positions by all present. Both parties were co-operative with the Fact-Finder's attempt to determine the facts and suggest an approach leading to resolution.

### The Facts

1. Arenac Eastern School District, while well managed, is not a wealthy agency. Its State Equalized Valuation is declining. While apparently beginning to recover from an enrollment slump in an already small District of 420 plus students, its prospects for State Aid increases are limited. Arenac Eastern School District, in the last year for which figures are available, rated 21st out of 26 regional districts in Current Operating Expense per pupil. Compared with the same regional districts, it rates 18th of 26 in a comparison of Levied Operating Millage, at 26.6 mils.

2. The MESPA unit seeks equity on behalf of its members, within the unit's membership, particularly in the area of health insurance. The problem for the unit derives primarily from a) historical disparity; b) differing hours per day and/or days per year worked; c) an apparent underlying set of feelings among the unit members regarding those who are MEA members and those who chose to pay the service fee, as is their option in an agency shop setting. It is these feelings of inequity within the unit that appear to be the major obstacle to settlement.

3. The MESPA unit's feeling on compensation in relation to health insurance is that the Board's position of 4%, %5, and 5% is unacceptable in relation to the Board's somewhat less clear but apparently unchanged position on health insurance, primarily because of increasing premiums, a portion of which is paid by the membership. The Union has sought 5% for each of the three years

4. Both the MESPA Unit and the District have been careless and perhaps negligent in their negotiating techniques. No items of previously agreed-upon language had been initialed. Confusion therefore exists over what had been agreed upon, since there are no written records.

5. The lack of a record of progress in previous negotiation has resulted not only in confusion but in the reintroduction of old issues, or perhaps the introduction of new issues, most of which are tangential to the primary problem of inequity within the unit in regard to health insurance premium levels received as part of the contract.

#### Rationale and Recommendations

The stalemate between Union and Management is largely attributable to inequities, especially in the area of health insurance, between a) Bus Drivers and b) Cooks and Aides. The annual salary ranges for both groups are similar. While the Aides are funded largely under a federal grant, the similarities in salary ranges and hours worked make it difficult to understand the difference in levels of health insurance provided. It is not difficult to understand or empathize with these employees and their perceived inequitable treatment. It should be noted emphatically that the reasons for such inequities are varied and do not reflect on the leadership either of the MESPA unit or of the School District. These inequities, in tandem with lax negotiating practices developed into the present stalemate, and the Request for Fact-Finding.

In order to move the parties toward settlement in a practical, expeditious and fair manner, the following actions are recommended.

1. The Board position on salary should prevail, i.e., 1988, 4%; 1989, 5%; and 5%, 1990.
2. The parties should negotiate on Article XVII, Section K, Longevity, paragraph 3, so as to move the Full Time School Aide and the Full-Time Cooks toward 5% of base pay after five years of continuous service, leaving the current 10% after ten years service. At these percentages, this would cost the District approximately \$2,152 in the first year, and would move the Cooks toward a semblance of equity with the Bus Drivers.
3. The parties should negotiate on Article XVI, Insurance, with the goal of reducing the disparity between a) Bus Drivers and b) Cooks and Aides, i.e., providing increased coverage for Cooks and Aides. Differences in the current "in lieu of" payments between the two groups should also be reduced or eliminated.
4. All other items of the Master Agreement, under which the employees are now working, apparently under an informal extension, should not be reopened, and should be considered in place as part of the new Master Agreement.
5. Items of language agreed upon at the negotiating table, as referred to above, should be a) typed or written out clearly; b) reproduced photostatically; and c) initialed and dated by each chief negotiator.

The Fact-Finder takes special note of the cooperative, businesslike, and courteous conduct of all parties. While emotions naturally came to the forefront during the course of the hearing, all parties were forthcoming, fair and helpful to the Fact-Finder, who trusts that his best efforts as presented here will move the parties toward a timely settlement.

DRB 2/2/89