

1/31/83

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MERC Case No. L-82-6-549

In the Matter Between:

The Mid-Michigan Education Association,  
Ashley, MEA/NEA

and

The Ashley Community Schools

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*George G. Chambers*  
George G. Chambers  
Fact Finder

*Ashley Community Schools*

General Information

The contract between these parties expired on June 30, 1982 and subsequent negotiations by the parties, including two mediation sessions held on October 12, 1982 and November 1, 1982, failed to result in an agreement. A petition for fact finding was filed by the Mid-Michigan Education Association, Ashley, on November 2, 1982. On December 2, 1982 the fact finder was assigned and separate pre-hearing conferences were held with representatives of the association (December 10, 1982) and the school district (December 15, 1982). A formal hearing was conducted by the fact finder at the Ithaca Intermediate School District facility on January 12, 1983. The issues in dispute and considered by the parties at that hearing were:

1. Wages
2. Duration of the Agreement
3. Extra Duty Schedule
4. Longevity Compensation
5. Placement on the Salary Schedule
6. Insurance Benefits
7. Rate of Pay for Driver Education Instructor

These issues will be dealt with by the fact finder in the hope that the recommendations submitted to the parties will result in an agreement.

### Association's Position

The Association presented a proposal dealing both with wage increases and incremental increases, which by their final estimate of the percentage of increase would result in a 12.16% increased cost in this general area in the 1st year of the agreement. The information submitted by the Association after exchange of financial information at the January 12, 1983 hearing was carefully reviewed and examined by the fact finder.

In the area of the duration of the agreement, the negotiations conducted by the parties prior to fact finding indicates the Association had not closed out the willingness to negotiate an agreement lasting for more than one year and, in fact, indicates a willingness to negotiate a multi-year agreement if such an agreement is not limited to only economic reopeners in the 2nd and/or 3rd years of such an agreement.

The issue concerning the inclusion of the extra duty schedule in the agreement seems to be a closed issue, since during the hearing the Association was able to testify that the School District was adhering to the provisions of the extra duty schedule and there was little disagreement by the parties on this issue.

Longevity is a very serious issue with the teachers and the Association in this case. The Association is proposing the addition of three new "longevity steps" which would properly recognize long service to the school district. These three longevity steps would be in addition to a new Step 11 proposed by the Association. Each new "longevity step" would provide a 5% increase over the base salary of the individual at the educational level attained. During the hearing this issue was discussed at length to insure the understanding of all parties as to the proposal of the Association.

The placement of Association members on the salary schedule is unique to the Ashley School system when compared with other districts in this geographic area. The Association feels that teachers who pursue and attain graduate hours should have recognition of such effort recognized by the School District by qualifying such teachers for additional compensation even if such graduate hours are not specifically in the subject area in which they are presently teaching. The Association's proposal would delete the present restrictions in the agreement and place individuals with 20 hours beyond their B.A. on the B.A. + 20 rail and those with an M.A. degree on the M.A. rail regardless of their current teaching assignment.

In the case of insurances, the Association presented three options for consideration: M.E.S.S.A. Pak 4, 3 or 2, all of which include improved insurance benefits (including dental and vision programs) not now provided by the School District. Such insurance would be fully paid by the School District and would exclude restrictive language concerning eligibility and declaration of insurance coverage by the teacher. The Association pointed out discrepancies in the present coverage which is causing financial difficulty for teachers in this district. The Association is proposing carrier specification and "Pak" provisions as part of the contract language, "thus eliminating board fear that components could change without control."

Association's Position (Cont'd)

The issue of the rate of pay for driver education instruction is a very simple one in that the Association is proposing that the present \$7.00/hour wage be increased to \$11.00/hour, with such compensation being made on the basis of six (6) hours of behind the wheel training per student and thirty (30) hours for classroom instruction.

### School District's Position

The position of the School District can best be summarized as a continuation of the present wage schedule (1981-1982) with no improvements in the areas of increment, insurances, driver education rate of payment, longevity, and/or placement on the salary schedule. The issue of inclusion of the extra duty pay schedule in the printed agreement is not an issue with the District since teachers involved in such activities are being compensated at the present time based upon that schedule. The District's representative clearly pointed out that the Board's position on these issues is based upon not only the District's financial situation but the present uncertainties of financial aid to the District from both the State and Federal levels of government.

To ensure clarification of the District's position on each of the issues in dispute, the following is a brief summary of that position:

Wages: Freeze the wages at the salary schedule in effect for the 1981-1982 school year, with no incremental increase during the 1982-1983 contract year.

Duration of Agreement: A three year agreement on all language in the agreement with the above noted freeze in wages during the 1982-1983 contract year and a wage reopener only in the 2nd and 3rd years of the agreement.

Extra Duty Pay Schedule: Since the District has been honoring the provision of this schedule for activities in effect in the District, the schedule could be included in the agreement and, in fact, was not included only by an oversight.

Longevity: Continue the present longevity policy of payment of \$100 above salary step after 11 years in the district and \$200 above the salary step after 15 years of teaching.

Placement on the Salary Schedule: Continue the present placement of teachers on the three rails with the qualifying language for such placement being continued, i.e. B.A. + 20 rail - 20 semester hours of such in an approved masters program within their area of certification and teachers who have masters degrees outside their teaching subject area. Masters Schedule - Certified teacher with a masters degree in their major area of teaching.

Insurances: No changes in the selection of carrier or qualifying language. In addition, to cap the portion of the coverage cost at the level of the 1981-1982 payment. This would not include either dental or vision programs of any type.

Driver Education Rate of Pay: Continue the present \$7.00/hour rate of pay for this instruction under the guidelines of the state and federal programs.

### Fact Finder's Conclusions and Recommendations

The presentations, both oral and written, made by the parties in this dispute were extremely informative and interesting to the fact finder and all involved are to be complimented. It is a pleasure to work with well-qualified professionals.

It is the observation of this fact finder that the basic issues involved in this matter revolves around the matter of financing the K-12 educational system in the state of Michigan and, more importantly, the provision of a quality education for the students in the Ashley School District. To provide this education, a qualified teaching staff and support activities are of the utmost importance and at the same time require good administration and a knowledgeable school board. All of these requirements are, in my opinion, in existence in this school district. The remaining problem is the uncertainties of finances for the programs provided. I do not have answers to this critical problem in our state and I am not convinced that anyone else has a solution. As a result, the parties must openly provide information, facts, and good-faith bargaining if at least a "temporary" solution can be reached. I hope the parties will review my thoughts and recommendations and arrive at an agreement that is acceptable to all concerned.

I first want to deal with the issue of extra duty pay schedule. I cannot believe this is an issue in front of a fact finder. Both parties have agreed that the provisions for payment of extra duty assignments have been paid by the district this entire year and as such it is my strong recommendation that the present schedule become a part of the agreement and be included in the finalized agreement.

Based upon the facts presented by the parties, it is my recommendation that the placement on the salary schedule be based upon the completion by the teacher of 20 semester hours beyond the B.A. degree, regardless of the area such hours are successfully completed, as long as such work is a graduate credit course. In addition, the hours should be completed within a four year program, thus lessening the financial burden on the teacher to some extent. The M.A. degreed teacher would be eligible for the Masters rail on the salary schedule regardless of the area of present teaching assignment. This recommendation is based upon my belief that teachers should be encouraged and rewarded for additional formal education to better prepare them for a changing society and educational requirements.

Based upon the apparent difficulty in the parties negotiating agreements in the past, it is my recommendation that a three year agreement be reached with wages and benefits agreed to for the entire period. If this recommendation is not accepted the parties will be in continuous negotiations and based upon the last four years of experience, this could "utilize" most of the time of both parties. As a result, my remaining comments and recommendations will be based on that assumption.



It is my recommendation that the rate of pay for driver education instruction be increased to \$8.00/hour effective with the beginning of the second semester of the 1982-1983 school year. This recommendation is based upon the fact that the present \$7.00/hour rate has been in effect since 1979 at a flat rate (not a percent of base rate) and thus no additional compensation has been received during the last three and one-half ( $3\frac{1}{2}$ ) years. Further, the rate be increased to \$9.00/hour in the 1983-1984 contract year and to \$9.50/hour in the 1984-1985 contract year.

The issue of longevity is a serious issue with all parties concerned. It is my opinion that the parties agree that recognition of length of service is vital to all concerned. It is, however, in my opinion, not the time to innovate with this agreement as proposed by the Association, and since no teachers would be affected by the Association's proposed "Longevity Steps 2 and 3" during the life of this agreement, I recommend that argument be put aside for the life of the present contract. It is my recommendation that the present "10 Step" salary schedule be continued during the life of this agreement and that teachers with over 11 years of experience in the district receive a \$200 longevity premium effective in the 1982-1983 contract year, and a \$250 premium in the 1983-1984 contract year. A final increase to \$300 for this group would be recommended for the 1984-1985 contract year. For teachers with more than 15 years in the district, I recommend a \$300 premium in 1982-1983, a \$350 premium in 1983-1984, and a \$400 premium in 1984-1985. Such improvements are competitive with the cited school districts.

My conclusions and recommendations concerning insurances are mixed. I agree with the position of the School District that the level of benefits and the percentage of the costs for providing such coverages should be a vital issue for negotiation. However, the provider of such programs should be at the discretion of the School District as long as the agreed to levels of benefit are provided and with little difficulty in claim processing being experienced by the employees being covered. I would thus recommend that the School District decide what insurance carrier will provide the agreed to level of benefits. Such selection should be based upon the best coverage for the money paid and the service of the account by the carrier. I would recommend the following improvements in the insurance areas:

Effective 3/1/83:

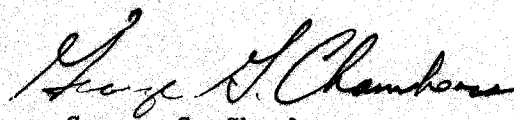
Increase the term life from \$15,000 to \$20,000

Increase the amount available for those not electing to take either Blue Cross (or whatever provider company supplying same level of benefits) or M.E.S.S.A. from \$15.00/month to \$25.00/month for the optional program presently available if needed to cover that program. If not required, remainder at the end of contract year will be paid in cash to the teacher. The Board to pay the current 1982-1983 rate for the 1982-1983 contract year with that payment being the cap for the remainder of the three year contract period. Any increases in monthly premium over this amount will be paid by the teacher.

The last issue to be addressed and obviously one of--if not the most important--is the area of wages. It is obvious to everyone that instructional salaries are the largest expense in the district's budget. After review of the comparisons submitted by the parties, the anticipated revenues to the district, but most importantly the present economic climate in this state, the following are my recommendations:

1. Continue the present "10 Step" Schedule for the duration of a three year agreement.
2. Effective with the beginning of the 2nd semester of the 1982-1983 school year and the 1st year of an agreement the teacher receive the incremental increase as outlined in the 1981-1982 agreement based upon their length of service in the system. This will represent at least a 5% increase for all in the system and is in line with the financial condition of the district as I review the facts.
3. During the 2nd contract year, 1983-1984, an increase of 3% be included in the base salary and the same incremental step as in the 1981-1982 agreement be allowed in addition to this increase.
4. In the 3rd contract year, 1984-1985, a 2% increase be included in the base salary and the same incremental increase be granted as in the two previous years of the agreement.

I am sure these recommendations will not meet with full acceptance by the parties. However, I do hope that the parties will be provided with a basis for settlement. I remain available to the parties for clarification of my recommendations or assistance in reaching a settlement.



George G. Chambers  
Fact Finder

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January 31, 1983