

STATE OF MICHIGAN  
DEPARTMENT OF LABOR AND ECONOMIC GROWTH  
EMPLOYMENT RELATIONS COMMISSION

*In the Matter of the Fact Finding between:*

MONA SHORES PUBLIC SCHOOLS,

Public Employer,

MERC Case No: L08 B-908

and

MONA SHORES OFFICE and PARAPROFESSIONAL  
ASSOCIATION, MEA/NEA,

Labor Organization.

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APPEARANCES

FOR MONA SHORES PUBLIC  
SCHOOLS

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FOR MONA SHORES OFFICE  
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**FACT FINDER'S REPORT  
FINDINGS OF FACT AND RECOMMENDATIONS**

This case involves the negotiations between Mona Shores Public Schools (the Employer) and Mona Shores Office and Paraprofessional Association MEA/NEA (the Union).

The latest contract expired June 30, 2008. Prior to filing for fact-finding the parties had reached a tentative agreement that failed to be ratified by the Association's members.

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The issues in dispute are as follows:

1. Agency Shop
2. Use of Sick Leave
3. Two-tier Salary Schedule (for new hires)
4. Retirement/Severance
5. Two-tier Insurance Structure (for new hires)
6. District's Contribution Level for Health Premium
7. Insurance Benefits after Exhaustion of Sick Leave

**I. Agency Shop**

In the previous contract, employees had a choice as to whether they would belong to the Union or not and whether they would contribute to the expense involved in the Union activities i.e. Contract Negotiations. All parties in each classification, whether they belonged to the Union or not received the same pay. Since the Association members paid dues, the non-members actually received more net compensation than the members to an amount equal to dues paid by members.

Many employees may have a reason, i.e. religion, for not belonging to any Union and they should not be required to be an association member, however, it is not fair that they should receive more net pay.

Since the Union is the exclusive bargaining agent for all employees in this unit it is only fair that those employees benefiting by the Union negotiators should all participate in the costs.

**Recommendation:**

My recommendation is that the parties enter into an Agency Shop agreement.

**II. Use of Sick Days (Article X)**

The Union would like to have a Flex Day, i.e. a day that can be used for any purpose the employee desires. The Union argues that under the most recent contract the number of personal business days available is limited by length of services in the district.

<u>Years of Service</u>	<u>Personal Business Days</u>
1-4	1 Day
5-9	2 Days
10-	3 Days

The Employer believes that its employees already have a more than generous amount of time off with pay and there is no need to provide for a Flex Day that has no restrictions.

In the tentative agreement that the parties negotiated, the parties agreed to reduce the allowed sick days by one (1) and increase the number of personal leave days by one (1).

**Recommendation:**

It is my recommendation that Article X. B. 1 as set forth in the Tentative Agreement be adopted in the final agreement.

**III. Wages (Article XIV)**

Initially the Employer proposed a tiered wage schedule with a 2% increase each year as was included in the tentative agreement.

On October 21, 2009, based on the reduction in the per-pupil amount of funding subsequent to the tentative agreement, the Employer withdrew its increase for the 2009-2010 year and froze the wages to the 2008-2009 rate.

The Union disagrees with the withdrawal of the 2% increase for 2009-2010.

There is no question that the Public Schools took a big hit in 2009 and there is a serious expectation that with the substantial shortfall in state revenues projected for next year, there will be additional shortages for schools.

Since a 2% increase was agreed upon before October 2009 when the appropriation cuts began and had that tentative Agreement been ratified the increase therein contained would now be reflected in their paychecks. Even though I do not believe that the total reversion of the agreed upon increase was necessary and do not believe that a partial reduction is fair.

**Recommendation:**

I recommend that for the year 2009-2010 a wage increase of 1% retroactive to July 1, 2009. I further recommend that all other wages previously agreed upon in the Tentative Agreement be adopted.

**IV. Retirement (Article XIV G)**

The prior contract provided that retirement after 10 years service would entitle the retiree to a payment of \$75.00 per year of service to a maximum of \$2,000.00 in addition to his/her Public School retirement.

The Employer wanted to eliminate the \$75.00 provision and replace it with a payment of \$5.00 per hour for accumulated and unused sick time up to a maximum of \$3,000.00.

The Union wanted the total payment of \$75.00 per year limit of \$2,000.00 increased to \$3,000.00 and include a payment of \$5.00 per hour for accumulated sick leave with a limit of \$4,000.00.

The parties agreed in the Tentative Agreement to payment of the greater amount of \$75.00 per year service to a maximum of \$2,000.00 or \$5.00 per hour of accumulated sick time to a maximum of \$3,000.00.

**Recommendation:**

I recommend that the terms agreed to in the Tentative Agreement should be adopted.

**V. Insurance (Article XV)**

The Employer proposed Tier for new hires after July 1, 2008, the new Tier will:

- a. Increase eligibility from 25 hours per week to 32 hours for office personnel and 20 to 25 hours per week for paraprofessional.
- b. Provide employee contribution only for single coverage.
- c. Require dental and vision coverage be paid by employee.

The Union proposed a continuation of the old contract with adjustment of 2009 premium.

In the Tentative Contract, the parties agreed to the Employer's proposal.

**Recommendation:**

I recommend that the provision set forth in the Tentative Agreement be adopted.

**VI. Employee Contribution (Article XV 1a)**

The Employer wants a payment reduction from 95% to 93%.

The Union wants a continuation of 95%.

The Tentative Agreement reduced payment from 95% to 93%.

**Recommendation:**

I recommend that the Tentative Agreement provisions should be adopted.

**VII. Distinction of Fringe Benefit Payments (Article XV E 1)**

The present provision reads as follows:

1. "In the event that an employee has exhausted paid sick leave, the above mentioned fringe benefit shall continue to be paid by the Employer the month it is exhausted plus the following month."

The Employer wants to terminate payments the end of the month the sick leave is exhausted.

The Union wants to keep included the extra month.

It seems to me that the hardship suffered by an employee, who because of an illness has had to use up all of his/her sick leave, would be more severe if medical care was needed than cost of the additional month to the Board.

**Recommendation:**

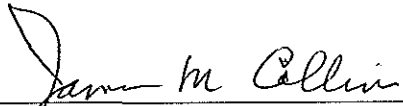
I recommend that the section (Article IV E1) not be changed.

**Summary of Recommendation**

My recommendations are as follows:

- I. Parties enter into an Agency Shop agreement,
- II. Article X. B. 1 as set forth in the Tentative Agreement be adopted in the final agreement,
- III. That for the year 2009-2010 a wage increase of 1% retroactive to July 1, 2009. Furthermore, that all other wages previously agreed upon in the Tentative Agreement be adopted,
- IV. The terms agreed to in the Tentative Agreement should be adopted,
- V. The provision set forth in the Tentative Agreement be adopted,
- VI. The Tentative Agreement provisions should be adopted, and
- VII. Section (Article XV E I) not be changed.

Dated: March 8, 2010

  
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James M. Collins  
Fact Finder