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Bear Lake Schools

-and-

Bear Lake Education Association

Michigan Employment
Relations Commission

Case No. G77 D-452
Fact Finding

APPEARANCES

For the Association:

Mr. David Hartman, Bear Lake Education Association

For the School Board:

Mr. Charles Baker, Superintendent, Bear Lake Schools

Bear Lake Schools

Eugene Bychinsky
S. Eugene Bychinsky
SS# 368-14-1758
Fact Finder

Date: June 16, 1978

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Following application by the Bear Lake Education Association to the Michigan Employment Relations Commission on January 6, 1978 for Fact Finding, the Employment Relations Commission reviewed the application and concluded that the matters in disagreement between the parties might be readily settled if the facts involved in the disagreement were determined and publicly known. They accordingly appointed the instant Fact Finder as its hearing officer and agent to conduct a fact finding hearing pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commissions Regulations, and to issue a report with recommendations with respect to the matters in disagreement. On March 15, 1978, a preliminary meeting was held with all parties and their representatives in attendance at which preliminary hearing an attempt was made to identify the individual issues which the parties were unable to reach agreement on. In the application for fact finding the issues were identified as

1. Class Size
2. Early retirement incentive
3. Binding arbitration of adverse evaluations and teacher discharge
4. Insurance
5. Salary Schedule (Including Longevity)

The original application for fact finding was amended by letter of March 3, 1978, from Mr. David Hartman addressed to the Director of the Bureau of Employment Relations asking that an additional issue be identified for fact finding, namely that of Teacher Evaluation. Following that meeting of March 15, 1978,

because it appeared that the parties were desirous of receiving interim recommendations on which they could further their negotiations, the instant Fact Finder provided some recommendations based on the data that had been submitted at the March 15 preliminary meeting. The parties received this recommendation and did attempt to resolve the issues through negotiations, but on March 23, 1978, the Fact Finder was advised that while an effort was made to resolve the impasse, such effort was not successful. Accordingly, a fact finding hearing was set for April 27, 1978, at which hearing both parties had full opportunity to present all evidence and witnesses that they desired and were afforded the right to challenge the data presented by the other party. As the parties were further desirous of expediting a resolution of the issues, a summary of findings was transmitted to the parties on May 28, 1978. This report is to confirm the May 28, 1978 summary and to fulfill the requirements of the Fact Finder's mission as identified in the above cited laws and regulations.

At the fact finding hearing, the Education Association withdrew from their unresolved issue list the demand for Early Retirement Incentive, leaving therefore, the following issues:

1. Teacher evaluation
2. Teaching conditions
3. Salaries
4. Insurance
5. Grievance Procedure

ITEM 1 - Salary Proposal

Considering only the BA salary scale, it is noted that the 1976-77 contract had a BA base at step 1 of \$9,100. The Board

proposed increasing this base to \$9,700 and the Association had requested \$9,790. The top of the BA base in 1976-77 was \$13,940. The Board proposed a \$15,200 level for this 12th Step for the 1977-78 year and the Association requested \$15,370. Of the 26 teachers in this bargaining unit, it is noted that there are 10 teachers in the BA column, three being at the top of the Step, namely Step 12, three at the bottom of the BA scale, and four distributed through Steps 2, 4, 5 and 8.

Considering next the comparison of BA minimum salaries with 16 other districts having an enrollment of between 200 and 700 students within a 100 mile radius of Bear Lake, we find that Leland tops the rank order for the year 1977-78, with a beginning salary of \$9,795, which is \$5.00 ahead of what the Bear Lake Association proposed. In between the Board proposal of \$9,700 and the \$9,790 that the Association is seeking, we find Central Lake and Walkerville, at \$9,707 and the other at \$9,752. The balance of the districts range from \$9,247 at Alba up to Northport with a beginning salary of \$9,700. Of particular significance, however, is the fact that Bear Lake enjoyed the highest millage of any of the districts contained in this comparison for the year 1976-77. For the year 1977-78 only two districts, Boyne Falls and Elsworth exceeded Bear Lake in operating millage for that year. The Association's BA base proposal it is noted, would place it slightly ahead of Central Lake and Walkerville, which are two districts which enjoy much lower operating millage levels. Bear Lake for the year 1977-78 has a 28.15 operating millage, whereas Central Lake has 25.8 and Walkerville has a 24.35 millage.

All in all, the BA base requested by the Association is noted as being very close to the Board's proposal, namely \$90 per year higher, and it is accordingly supported by the data presented at the hearing by the Board, as being competitive with other districts in the area of Bear Lake.

Considering next the BA maximum salaries, again, there is only a slight difference between the Board proposal and the Association's proposal. The Board proposal at \$15,200 is to be compared with the Association proposal of \$15,370 for the 12th Step, a difference of \$170. Considering the operating millage that the district receives, it is considered that the Association proposal is entirely within reason and is therefore recommended.

A similar analysis indicates that the Association proposal for MA minimum salary is precisely \$77 higher than the Board proposal. The Association proposal is not the highest in the comparison of districts that are listed, by the Board, but would place Bear Lake third from the highest. The Board proposal would place Bear Lake sixth from the highest, with Northport and Walkerville enjoying \$38.00 more than the Board proposal and \$62.00 more than the Board proposal for the MA minimum salary level. Again, it is not seen where this difference, particularly in view of the operating millage has been attained by Bear Lake, should separate the parties and the Association figure is recommended for adoption.

Considering next the MA maximum salaries, we find that the Board proposal of \$16,300 is \$615 less than the Association proposal. The Association proposal being \$16,915 at the highest

level. It is noted that of the nine people in the bargaining unit possessing a Masters Degree, three are at the eighth and ninth steps but six are at the 12th or higher step. Viewing next the districts that pay the MA Max. in excess of \$16,000 we find Leland to head that list at \$16,884. Noting Leland's 1977-78 operating millage to be at 12.03 we find further justification for the Association position. Essentially what the Association is attempting to accomplish here is a spread of the MA Max. to a point where the securing of advanced degree work will be of greater interest to their teacher compliment. The proposal they have made accomplishes this, and accordingly, the Association proposal is recommended.

Basic to the above recommendations is the realization that in the Bear Lake School District, there is no question about the ability to pay. What is attempted here and by this recommendation, it is hoped to be gained, is a more equitable spreading of the Steps from that which existed prior to 1977.

Of particular interest in this respect is a study which indicated that in all of the contract settlement reports for the year 1977-78 a direct correlation between size of school in terms of the number of students in attendance and the MA maximum was evident. From this report, supplied by the Board, it is seen that in small schools, (12 districts in number having under 250 students), the MA maximum was \$14,868. The schools having a thousand or less students the MA maximum rose to \$15,899. Schools having over 100,000 the MA maximum rose dramatically to \$21,277. But of particular note is the fact that considering the median

of these slightly larger school districts, we find that the MA maximum is in the area of \$17,000 to \$18,000. While one can understand the problems of attracting teachers in certain large school systems, it is not seen that there should be a great differential in the MA Max. salary for a school having 250 students as compared with a school having 500 or 1,000 students.

Item 2 - Longevity

The Board made no proposal on this subject. The Association, on the other hand, had requested a progression following 13 years of service of 1% per year for each year up to 20 years, more specifically, a 20 year teacher would receive an 8% longevity award if the Association proposal was supported. In view of the fact that considerable progress was recommended in base salary in the manner indicated herein before, the progression that is requested by the Association cannot be supported. However, as half of the teachers during the 1977-78 school year were at the maximum of their step progression, some form of longevity would appear to be in order. Because it is now felt that the recommended salary proposal places Bear Lake in a competitive position, a more modest longevity recommendation is made - Namely, that for the 1977-78 school year after 15 years of service, a 2% longevity payment be made and after 20 years a 4% longevity payment be made.

1978-79

Considering next the longevity payment and the base salary payment for a second year of this contract 1978-79, the request of the Association for a cost of living adjustment of a minimum of 5% or a maximum of 6% at each step of the MA and BA schedule is

considered to be in order. Also, an addition of a 25 year longevity step during the 1978-79 year at 6% would establish Bear Lake to be totally competitive with the next level of school districts, that is with school districts having under 500 pupils in attendance.

Issue 3: Class Size

In this matter, the Board has recognized because the teacher-pupil ratio is an important aspect of an effective educational program, it is recommended that classes be of such size that students may effectively learn, and that no class size shall exceed the number of students that can be accommodated by the facility. While these parameters are undoubtedly desirable, it was the Association's desire to effect a more measurable class size provision in the contract. In the Association proposal the class size limitation would be defined by a maximum of 25 students per class in K through 3, with any additional students up to 30 would require an aide, whereas in grades 4 through 7, a maximum of 30 students per class and any additional students up to 35 would require an aide. The Association also asked that students main-streamed into a non-special education class should be counted as three students for the purpose of this Article in the contract. In the Secondary area, the Board had no proposal. The Association proposal was that no teacher should have no more than 175 students assigned per day, and that no teacher should have more than five classes assigned them a day. If it became necessary for the teacher to be assigned additional classes, the Association requested additional compensation in the amount of

20% of their salary. This Fact Finder knows of no subject that is more fraught with opinion than the matter of class size. It is particularly noted that there is no definitive and generally accepted parameter for establishing an optimum in this area.

What is considered as important, is that there be a degree of equity in the distribution of the load in any district among the teachers of that district, that there be an equitable distribution of whatever that load may be in that district. From an administration standpoint, much complication can be involved in the occasional occurrence of a slight overage in any one classroom student population. Accordingly, the adoption of firm limitations with monetary penalties to be paid to the teachers for excesses of these limitations are not seen as solving any particular problem. In effect, if we acknowledge that an overload results in poorer teaching, to pay a penalty for an overload would be tantamount to rewarding poorer teaching.

Perhaps, a better approach is that when agreed upon parameters have to be exceeded, then, assistance to the teacher in the form of teacher aide would more likely produce better teaching results. Accordingly, it is recommended that the average class sizes that have been identified by the Association be used as target class size with the proviso that each 10% excess in any one class will mean that the administration will provide that teacher experiencing that excess an aide for that period. Whether that teacher uses that aide during that period or in off hours to help with the more mundane tasks that teachers face, should be left up to the teacher.

The Association requests that students main-streamed into a non-special education class shall be counted as three students for the purpose of this article. This request cannot be supported. The great variance of the abilities of such students and their needs must be considered in each individual case.

Item 4: Binding Arbitration

In this matter the Association seeks to eliminate provisions in the grievance procedure which provide for advisory rather than binding arbitration of any adverse evaluations and teacher discharge. The Board, on the other hand, would like to have the following matters as not being grievable.

1. The termination of services or failure to re-employ any probationary teacher.
2. The placing of a non-tenured teacher on the third year of probation.
3. The termination of services or failure to re-employ any teacher to a position on schedule B of the salary schedule.
4. Any matter involving teacher evaluation.

Further, the Board requested that there be time restraints on both sides in the grievance procedure. The very nature of probationary status is to allow the Board and the Administration fairly wide latitude in the determination to not re-employ a probationary teacher. When more adequate and more timely evaluation techniques are evolved, perhaps this will not be so important an issue to a Board or an Administration, but as things are currently handled, the Administration is recognized to need time to react to their perhaps non-conclusive proofs that a teacher should not be employed while that teacher is

still in the probationary period. Likewise, extra duty assignments are also subject to wide areas of judgment relative to performance and have very generally been left to the discretion of the Board as to whether such assignments would be renewed or not renewed. In these two areas, it is recommended that the grievance procedure be not made available to probationary people or any teacher in so far as extra duty compensation is concerned. In this regard it is noted that under one of the issues that were presented at this fact finding, namely the issue of Teacher Evaluation, the Association position is supported and will be dealt with in more detail under that heading herein. In regard to the matter of the time restraints, it is important that both sides share equally in this regard. The setting of time restraints for action in the grievance procedure are essential so that one side or the other cannot cause undue confusion by failing to act, leaving the ambiguities that flow from that failure to add to the confusion. Therefore, in so far as time restraints are concerned, it is recommended that both sides have time restraints in any grievance procedure. With respect to who should pay for the expense of arbitration, no basis is seen for changing the generally accepted practice of sharing the costs of the Arbitrator. If there was a history of unfounded demands for arbitration, a different recommendation might be appropriate, but such is not the case in Bear Lake.

Item 5: Dental Insurance

The Board had no proposal on this matter and the Association had requested that the Board provide without cost to the teacher

the MESSA-DELTA dental care program, and it was proposed that this would become effective for the 1978-79 school year. Perhaps the fastest growing fringe benefit in the State of Michigan is the dental care program. However, while maintenance of health is recognized as significant throughout education, industry and commerce, moving too rapidly can prove to be very costly in the long run and perhaps destroy the provision of dental care plans which might otherwise be viable and acceptable to the School Board. Accordingly, it is recommended that for the 1978-79 school year the Board institute some form of a co-pay, or deductible dental plan, that would serve as an entry point into this significant fringe benefit and limit their potential liability until a year or two of experience is gained with the plan with appropriate limits as mentioned.

The Association has requested an improvement in the life insurance protection from the \$5,000 that is included in the MESSA plan to \$20,000 for each teacher. Also sought by the Association is a \$10,000 plan for spouses and \$5,000 plan for each dependant child. Only one school district of those surveyed by the Board, provide for the additional life insurance beyond that provided currently by Bear Lake. Thirteen comparable school districts do not provide added coverage. It is noted that the Board is willing to cooperate in payroll deductions for any added life insurance desired. In view of the total recommendation made in this fact finding, further improvement in life insurance is not supported at this time.

Item 6: Teacher Evaluation

One of the most difficult tasks that an educational supervisor

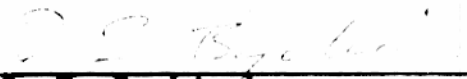
has is that of the appropriate and proper evaluation of the classroom teacher. As mentioned earlier, the literature is lacking on a universally accepted method of performing this evaluation. Inevitably, much subjectivity enters into this task and people are judged on areas that are ill defined and impossible of accurate measurement. The prior contract between these parties set forth the forms and procedures that had been previously used at Bear Lake. While these forms and procedures cannot be criticized in themselves, the Association proposal as contained in BLEA Exhibit #4, presents a very workable system and it has the advantage of being one that the teachers themselves have proposed and they feel they can live with. It is a system which if observed in its entirety can be of at least as much value to the supervisor as the system that had been employed. This Fact Finder's only concern with the proposal, is Paragraph E which states that teaching assignments outside of the teacher's area of certification shall not be evaluated. The objection is that perhaps this is the area in which a teacher needs help more than in any other area. Proper evaluation does not necessarily connote discipline. In other words, if an evaluation is to be made when a teacher has an assignment outside of a particular certification of that teacher, it should not be made as a basis for anything but constructive criticism. There can be no doubt but that an evaluation should be made even in the area that is outside of a teacher's certification. Proper safeguards to prevent these evaluations of becoming the basis for any form of criticism other than constructive criticism, must

be made. The only other area of concern for the teacher evaluation system proposed by the Association is that contained in Paragraph N. It reads as follows:

"No teacher shall be reprimanded, disciplined, discharged, reduced in rank or compensation or deprived of any professional advantage without just cause."

This Fact Finder has difficulty with this phrase, particularly with respect to its recitation of "deprived of any professional advantage". The meaning of this phrase is not understood, and hence cannot be supported.

Respectfully submitted,



S. E. Bychinsky
Fact Finder