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# FACTFINDING REPORT

1993-94 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN BLOOMFIELD HILLS SCHOOL DISTRICT  
AND BLOOMFIELD HILLS EDUCATION ASSOCIATION

RECEIVED  
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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

IN THE MATTER OF THE FACTFINDING BETWEEN

BLOOMFIELD HILLS EDUCATION  
ASSOCIATION

MERC #D93 G-1016

Factfinder: Paul Jacobs

-and-

BLOOMFIELD HILLS SCHOOL DISTRICT

## INTRODUCTION

The Bloomfield Hills Education Association (hereinafter referred to as the "Association," the "Union," or the "BHEA," filed a petition for factfinding with the Michigan Employment Relations Commission on September 14, 1993, stating as follows: "Despite numerous bargaining sessions, the parties have been unable to reach settlement. The Association believes its position in bargaining sessions with the Bloomfield Hills School District (hereinafter referred to as the "Board," the "School Board," or the "Employer") is extremely reasonable and that a public recommendation would be helpful in resolving the dispute."

The undersigned received a notice from the Michigan Employment Relations Commission (MERC) that he was appointed

*Bloomfield Hills School District*

factfinder in the above-captioned matter pursuant to Public Act 176 of 1939. The factfinder convened the parties in order to define the issues for the factfinding hearing. Subsequently, hearings were held at the Bloomfield Township Public Library, Oakland County, Michigan.

The hearings were public, and each of the parties presented witnesses and multiple exhibits. In addition, the parties agreed to submit briefs in support of their positions. It was requested that the briefs be sent to the factfinder postmarked no later than February 21, 1994.

PRESENT FOR BLOOMFIELD HILLS  
EDUCATION ASSOCIATION:

THOMAS P. FETTE  
CURT LANGE  
GERALD HAYMOND  
THOMAS D. NATIONS

PRESENT FOR BLOOMFIELD HILLS  
SCHOOL DISTRICT:

THOMAS W. H. BARLOW, ESQ.  
CRAIG W. LANGE, ESQ.  
W. ROBERT DOCKING  
JOHN A. CANDELA

The following issues were presented to the factfinder for consideration:

- I. SALARY AND HEALTH INSURANCE.
- II. SCHOOL CALENDAR
- III. TEACHER EVALUATION
- IV. TEACHING LOAD (ELEMENTARY)
- V. TEACHING LOAD (MIDDLE SCHOOL)
- VI. TEACHING LOAD (CREATIVE ARTS/ELEMENTARY)
- VII. SUBSTITUTE HOURLY RATE

The issue of Co-Curriculum Salary Rates was withdrawn by the parties

It is important to note at the outset that the Employer was willing to stipulate that ability to pay was not an issue during this past contract negotiation. It is suggested that when the parties meet, after having had the opportunity to review the recommendations made in this report, they consider this additional suggestion: This report should not be considered piecemeal, but in its entirety. I suggest that the contract should contain all of the recommendations made. To do otherwise would be to deal with the issues out of context.

## I. SALARY AND HEALTH INSURANCE

### Current Contract Language:

#### Article XXIV - Insurance Protection, Paragraph F

The Board will pay the premium to provide hospitalization insurance for the individual, two-person or full-family coverage of teachers, including family continuation coverage for each covered teacher who makes proper application to participate. Teachers desiring to extend coverage to sponsored dependents may do so by purchasing this coverage through payroll deduction by making written application to the payroll department.

Hospital/medical benefits shall be Blue Cross-Blue Shield, MVF-II, Master Medical, Option 4 benefits including Comprehensive Hospital, Semi-Private Room MVF-2, D45NM, DC, SD, CC, OPC, ML, FAE-RC, VST, RPS, MSO, Predetermination, Reciprocity COB-3, SAT-II, SOT-PE, GLE-1, \$2.00 Prescription Drugs, PD-MAC, Master Medical Option IV, MMC-PDC.

For those teachers who do not require hospitalization a Tax Sheltered Annuity will be paid in accordance with the provisions of Section L below.

It should be noted that while the current contract makes reference to a drug rider known as PD-MAC, it does not appear that this is actually a part of the agreement between the Board and Blue Cross/Blue Shield. PD-MAC permits the dispensing of generic drugs unless the prescription is written by the physician prescribing only the non-generic version of the drug.

It should also be noted that the current Co-pay is \$2.00.

#### Alternate Board Positions:

The Board currently proposes an alternate to what is described as "traditional" Blue Cross coverage in the form of a preferred provider organization (PPO) and submits three alternatives, as outlined in its Exhibit 1A, as follows:

- 1) The employer will pay the premiums for a Blue Cross/Blue Shield Preferred Provider Organization (PPO) health care plan comparable to the current insurance except that the drug rider will be increased to \$3.

A 1993-94 salary schedule that provides an increase of 1.5 percent over the 1992-93 schedule.

- 2) The employer will pay the premiums for a Blue Cross/Blue Shield Preferred Provider Organization (PPO) comparable to the current administrative health care insurance which includes a drug rider co-pay of \$5 and a master medical

deductible of \$150/\$300 with a reimbursement of 80% for eligible services.

A 1993-94 salary schedule that provides an increase of 2.5 percent over the 1992-93 schedule.

- 3) The employer will agree to pay the premiums for MESSA Super Care I with the understanding that the 1992-93 salary schedule be reduced by 4.5 percent.

A 1993-94 salary schedule will be developed by adding 1 percent to the salary schedule developed by the reduction of monies as defined above.

Union Position:

1. Maintain current coverage, or, alternatively
2. Switch to Michigan Education Special Services Association, (MESSA), Super Care I, underwritten by Blue Cross/Blue Shield, (BCBS).\*

During the last contract negotiations, in return for switching from MESSA Super Care I, Union members received a wage increase in the prior 1990-1993 contract of 6.5%, as opposed to a 5% wage increase they would have received had they remained with MESSA Super Care I. At that time, MESSA Super Care I was a more costly insurance program than the traditional Blue Cross program to which bargaining unit members agreed. MESSA, as a reseller of the insurance it purchases from Blue Cross/Blue Shield, sets rates according to areas throughout the state.

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\*MESSA (Michigan Education Special Services Association) is a wholesaler which purchases health insurance coverage for its members through Blue Cross/Blue Shield of Michigan and then resells it.

Under the Blue Cross program, the District is in a position to negotiate directly with Blue Cross as to the rate and is entitled to any rebates that may occur. If there is a rate increase over the rate for the prior year, the School Board may make the determination whether to pay the increase as a lump-sum payment or to adjust its rate upward. The rate is adjusted based upon usage. The Blue Cross rebate, if there is one, is one-half of the amount earned, and one-half is kept in reserve. When MESSA determines the rate for each district in accordance with its own regional area rating plan, it does so without discussion or explanation to the payor. Thus, there is no guarantee that the rate will remain the same from one year to the next, and the payor has no opportunity to discuss the rate as it would have with Blue Cross/Blue Shield, nor is there the possibility of a rebate.

There was much testimony concerning PD-MAC, a rider permitting the use of generic drugs whenever possible unless the physician specifically states "dispense as prescribed." It appears that the parties executed a collective bargaining agreement providing for PD-MAC, although it is not contained in the actual Blue Cross/Blue Shield (BC/BS) contract with the Board and thus has never been implemented.

Lange, of the MEA, reviewed the draft of the prior collective bargaining agreement and signed it even though he now states that he did not realize that the labor agreement provided for PD-MAC. Since PD-MAC was never implemented, how it got into the contract, whether by mistake on the part of Lange or the School Board, is no longer significant or relevant. What is important to note, however, is that health care cost containment is a fact of life today, unrelated to ability to pay. The impetus to contain costs reflects a new demand for social and fiscal responsibility. It is well known that physicians prescribe and pharmacies now dispense generic drugs as a matter of course whenever they are available. Therefore, it is not unreasonable to expect that PD-MAC should become a part of the actual contract between the Board and Blue Cross and, therefore, the Association.

The issue of co-pay involves an increase from the current \$2.00 to either \$3.00 or \$5.00. Reference was made to the fact that the \$2.00 co-pay was established in 1978. Salaries have increased considerably, and the dollar has decreased in value considerably since that time. In relation to co-pay and deductibles, it is also generally known and accepted that as the deductible and/or co-pay increase, benefit usage declines, causing a reduction in the premium. A change in the co-pay is a worthwhile and acceptable effort toward achieving health care

cost containment. Accordingly, I recommend that the co-pay be increased to \$5.00. I also recommend, based upon the value of the reduction in unnecessary utilization, that the Master Medical deductible be increased from \$50/100 to \$150/300 per annum, with a reimbursement of 80% for eligible services. This should cause no hardship but will considerably decrease the amount of premium paid annually by the Board.

It was indicated that the teachers are the only group in the employ of the Board who do not have some form of PPO. It was also shown that the the reason why other groups chose to be covered by a PPO was because these groups of employees, such as secretaries, were able to bring additional members of their family under the umbrella of coverage. Thus, these other groups earned a decided benefit by switching to the PPO, and consideration was given by the Board in return for switching from traditional Blue Cross to the PPO.

There was also testimony that under the provisions of a PPO, Master Medical is not available, and the reason the paraprofessionals switched to the PPO in 1991 was the fact that the number of hours worked per day was reduced from seven to six. For the secretaries, the choice involved the addition of riders not previously available when they switched in 1989 to the PPO option.



Curt Lange, Executive Director of the BHEA, testified that when the switch was made from MESSA Super Care I in 1990, it was because the MESSA rate for the year was \$175,000 more than the Blue Cross rate. The change from MESSA also involved an additional wage increase for the teachers of 6.5% rather than the 5% they would have received had they remained with MESSA. Lange explained further that MESSA Super Med I, a lesser insurance, would have cost \$300,000 more than MESSA Super Care I.

James R. Anthony, a former marketing executive from Blue Cross/Blue Shield, and now an independent consultant, testified about the distinction between the various health care offerings. He indicated that 77% of the physicians in Oakland County are PPO providers. If a subscriber needs a non-PPO physician and the PPO doctor refers him to one, there will be no sanction, Anthony said. However, if a subscriber, on his own, selects a non-PPO physician, there is a 15% sanction. This point is irrelevant to my finding here because I do not recommend changing to a PPO. I mention it, however, because it would not be unreasonable in future negotiations to consider a PPO

A soon-to-be published analysis by Henry Aaron and Barry Bosworth, Brookings Institution economists, covered in the February 9, 1994 issue of *The Wall Street Journal*, discusses three aspects of the Clinton health plan and their impact: 1) a

requirement that employers pay 80% of the premium for every worker, 2) the establishment of a standard benefit package, and 3) what is known as "community rating," or setting a single premium for every employer regardless of the age and health of its work force. The article goes on to say: "Industries that already provide insurance to all their workers or that have particularly high health costs would benefit from these changes, Aaron and Bosworth conclude." Under such a plan, there would be the same premium for all employers in a given region and, eventually, a single premium for the entire country.

I find that both parties gave careful consideration to the options before them before switching from MESSA Super Care I to traditional Blue Cross/Blue Shield. A tradeoff was made: An additional 1.5% salary increase was gained for switching from the more costly MESSA program to the Blue Cross/Blue Shield program. In addition, the Board gained more flexibility in dealing with the insurance provider, as indicated above. The bargain struck between the parties is virtually carved in stone.

Considering how recently this change to traditional Blue Cross/Blue Shield was negotiated, it would be unreasonable now to require the Employer to return to a MESSA program over which it has no control and expect it to continue to provide the wage benefit which the Union gained in the tradeoff. In addition, it

is apparent that the suggested MESSA Super Med I is not the same as the original MESSA Super Care I, which the Union considered equivalent to the current traditional Blue Cross/Blue Shield. Accordingly, the membership may, in effect, be giving up some benefit coverages that it currently has in order to switch to a program controlled by a source other than the Board and Blue Cross/Blue Shield.

The Board argues that it has a duty to reduce its expenditures, regardless of its ability to pay. This is a worthwhile goal. However, in light of the fact, as the Board acknowledges, that Congress is soon to make changes in health care coverage for all citizens, regardless of their employer, it would currently be premature to require the Union to surrender the traditional Blue Cross/Blue Shield for which it has bargained and, thus, that to which it is entitled, since there is currently no question of the Board's ability to pay.

It should be noted by both the Board and the Union that under the proposals which are surfacing regarding the current Clinton health care bill, no longer will individuals have the right to determine the premium and/or the coverage. When this happens, the question of traditional versus Preferred Provider Organization (PPO) or Health Maintenance Organization (HMO) will be moot. Therefore, in the interim, the parties should continue

the current coverage, subject to the amendments which I have suggested. It should also be emphasized that since this is a one this is a one-year contract that will soon expire, changes in health care coverage at this stage would be rather premature, although I am certain the parties would use any change as the basis for future contract negotiations.

The Board is certainly to be commended for acting on behalf of the taxpayers (parents) when it seeks to reduce costs and look for other alternatives. As the Board points out in its brief, not only health care experts are recommending cost containment. As factfinder in *Township of Brownstone*, MERC Case No. D88 C-844 (December 27, 1988), I wrote:

Premiums for health insurance are absorbing an even larger share of the gross national product. Cost containment is certainly one way of helping solve the problem. Utilization of services is another.

My opinion remains unchanged. The argument of the ability to pay will soon be rendered obsolete if health care reform currently before Congress is enacted. The handwriting is on the wall. However, in this instance, I see no justification for the removal of a bargained-for benefit, particularly in this instance where the change would, at best, be an interim adjustment.

PJ-MAC rider and co-pay of \$5 and a master medical deductible of \$150/\$300 with a reimbursement of 80% for eligible services.

A 1993-94 salary schedule that provides an increase of 2.5 percent over the 1992-93 schedule.

## II. SCHOOL CALENDAR

Dr. Martin Luther King, Jr. Holiday

### Board Position:

Dr. Martin Luther King, Jr. Holiday (January 14, 1994) to be scheduled as a non-school day.

### Union Position:

Dr. Martin Luther King, Jr. Holiday to be school day. Reduce school days by one day at the end of the school year.

The Dr. Martin Luther King, Jr. Holiday was observed this year on January 17, 1994 by scheduling a non-school day. In prior years, it was not always so recognized by the Board. However, in response to requests by Deborah L. Macon, a Board trustee and a mother of a school student, the Board has chosen to honor Dr. Martin Luther King, Jr. by closing the schools on that day. As a result, the School calendar has been extended by one day in June. The Union does not desire to honor the Dr. Martin Luther King, Jr. holiday with a day off and requests that teachers and students be directed to report to school and the school calendar be shortened by one day in June.

Laurie McKenzie, a general education resource teacher at the West Hills Middle School and member of the Union bargaining team, as well as a former vice president of the Union for 10 years, testified that there was no directed or organized observance of Dr. Martin Luther King, Jr. day until 1994. She stated that in 1993, she made copies of Dr. King's most famous speech and distributed the copies. She also watched a video about Dr. King with the students. She said she discussed the meaning of the speech and video with the students and asked them to rewrite the speech in the same tone as the original. She also testified that she made an effort to coordinate her recognition program with English teachers. She further stated that as a resource teacher, she provided materials to the other teachers but they did not see fit to use the material given to them. For the year 1994, she made no effort to prepare any program or presentation since the school calendar indicated there would be no school on Dr. Martin Luther King, Jr. day.

Dr. Martin Luther King, Jr. day is recognized by most state, local, and federal governments as a holiday to be observed. Government offices are closed and many banks are closed. The Union points out at p. 30 of its brief that unlike other districts in the County, Bloomfield Hills does not have a large African-American student enrollment. This is an argument

for, not against, the observance of Dr. Martin Luther King, Jr. day. This is a time to take note of the need for sensitivity, particularly in a district where the African-American student is in the minority and may definitely be made to feel uncomfortable by the fact that he/she and a small number of fellow students must attend school on a day when many others are given the time off to honor the memory of Dr. King, a national hero. The benefits of having everyone observe the day outweigh any inconvenience of extending the school year closing by one day. Certainly, celebrating the life message of Dr. King is a more important goal than avoiding the extension of the contract year by one day.

Recommendation:

Board's Position:

Dr. Martin Luther King, Jr. Holiday should be scheduled as a non-school day.

III. TEACHER EVALUATION

Current Contract Language:

Article X, Paragraph E

No later than April 1st of each probation year, the written evaluation report will be furnished to the Personnel Office by the building administrator covering each probationary teacher. A copy shall

be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Personnel Office. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reason therefore [sic] in writing. Article X, Section E, pertaining to probationary teachers, shall not be subject to the grievance procedure unless the procedure has been violated.

Board Position:

No later than the third Friday in April of each probation year, the written evaluation report will be furnished to the Personnel Office by the building administrator covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Personnel Office. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reason therefore [sic] in writing. Article X, Section E, pertaining to probationary teachers, shall not be subject to the grievance procedure unless the procedure has been violated.

Union Position:

Status Quo.

Dr. Candela was called to testify as to why the Board proposes moving the evaluation date two weeks forward to the third Friday in April rather than April 1. His explanation was because of a change in the Tenure Act. He indicated that the administration evaluates probationary employees in December and



March and that four years' probation is required before tenure is granted. He also testified that any problem that arises is discussed with the affected teacher immediately; the District does not wait until the date of a teacher's semi-annual evaluation to discuss a problem. The final evaluation in April, however, includes a recommendation by the Employer of whether to employ a teacher for the following school year.

Dr. Candela expressed his view that the performance of personnel should be evaluated at every opportunity, either when an evaluation was due or a problem occurred. He stated that he also felt there was a benefit to extending the time for delivering the final evaluation, which would contain a recommendation that a teacher either be employed for the ensuing school year or discontinued. Sixty-one days' notification prior to June 30, he said, was adequate notice to the teacher. It would be beneficial, Dr. Candela stated, to extend the time frame for evaluation so that a teacher has the opportunity to show all of his or her abilities and so that any recent problem that may have surfaced can be addressed.

The Union presented no witnesses on the subject of changing the evaluation date. The Union presented its case through cross-examination of Dr. Candela. The Union asserts that

the extra two or three weeks will do nothing to aid the administration in making an informed judgment about a teacher's performance, particularly in light of his testimony that if a problem occurs, it is addressed immediately.

I can understand why the Union might object to a change in the evaluation date to the third Friday in April, particularly in light of Dr. Candela's testimony that problems are brought to a teacher's attention as they occur. That being the case, a teacher who was not recommended for continuing employment, might find it more difficult to find time to obtain employment elsewhere. No convincing argument for changing the evaluation date was presented; therefore, I recommend that the evaluation date remain as it appears in the current contract. The Board did not explain its reasoning or make known its intended purpose satisfactorily. After one to four years of employment, an additional two weeks of evaluation should not be required.

Recommendation:

Union's Position:

Status Quo

#### IV. TEACHING LOAD (ELEMENTARY)

##### KINDERGARTEN TEAM PLANNING FOR ELEMENTARY TEACHERS

###### Current Contract Language:

###### Article XIII, Paragraph C2c

Elementary classroom teachers of grades 1-5 will be released from student lunch supervision for team planning purposes, by grade level, on a rotation basis one instructional day per five-day period. Supervision of students will be the responsibility of paraprofessional staff and other instructional staff on a rotation basis. Meeting by other than grade level may be initiated subject to approval by the principal.

Release time for team planning is in addition to preparation time provided elsewhere in this Agreement.

###### Union Position:

Modify Article XIII, C2c to apply to kindergarten teacher in addition to grades 1 through 5.

###### Board Position:

Status Quo.

Barbara Bushey, a kindergarten teacher with 26 years' experience, explained that Conant Elementary School, where she has been teaching for the past 11 years, has a regular half-day kindergarten, as well as a full and extended day kindergarten for children of parents willing to pay tuition. She explained that prior to 1992, kindergarten teachers had a half hour of team planning during the children's quiet time.

The purpose of the team planning discussions, Bushey said, was to address any problems that arose with the children by meeting with other kindergarten teachers. A paraprofessional is available in the classroom during team planning. She also stated that at Conant, there currently exists a practice, without a special provision in the contract, for kindergarten teachers to participate on an action team. This team discusses building problems, report cards, joint field trips, projects, goals and objects, and the sharing of materials.

Ms. Bushey very eloquently explained the need for team planning. The kindergarten teacher is on the "front line," Bushey said, representing the first teaching experience for most of the children. Kindergarten teachers need to talk to one another consistently, she said, so the children will have a positive experience. She also stated that teachers need to discuss the school curriculum and come to a consensus. Team planning permits implementation of special projects, which will involve all the classes. She stated that in her three years' experience with kindergarten team planning, she has found that teachers are less stressed and the program is much improved. Her preference would be to work with the other kindergarten teachers on plans. She emphasized that teachers in the extended kindergarten need to have time to get together and discuss the students.

The point Bushey made on cross-examination was that currently she has time to be engaged in team planning but that it is not guaranteed in the contract for kindergarten teachers. She said she has been involved in planning with other teachers for only the previous three years and that five other elementary schools have no kindergarten team planning even though paraprofessionals are available to assist. She could not explain why some teachers desire team planning and others do not.

The Board called Deborah Lang, Director of Elementary Education and prior principal at Conant Elementary School, to testify on the subject of team planning. She stated that all extended kindergarten programs have a paraprofessional and that while other schools may not have team planning, the choice to implement the concept is left to the teachers. Time is available during recess or the lunch hour for team planning should the teachers so desire, but a teacher may not leave during instructional time.

Article XIII, Paragraph C2c, Teaching Hours and Loads, was designed especially for grades 1 through 5, and team planning, in her opinion, is not necessary in kindergarten. Lang also stated that she instituted team planning at the Conant School and assumes that all kindergarten teachers have the same opportunity. She does not know, she stated, whether they use it. No teacher

has expressed a concern to her that such planning sessions should be available. Those kindergarten teachers who teach a morning and afternoon session have one and a half hours of non-instructional time per day between two sections. Teachers such as Ms. Bushey, who teach an extended day program, have a full-time paraprofessional available all day.

Ms. Bushey was recalled and testified that she has talked to at least one teacher concerning team planning. Her understanding is that the kindergarten teachers at Way, Pine Lake, Hargrove, and Eastover Schools would like to have team planning. Only at the Lone Pine School did the teachers feel no need for planning sessions with others teachers. In Bushey's opinion, the teachers did not want to hold planning meetings during lunch supervision time, which is currently when grades 1 through 5 teachers meet and have the assistance of paraprofessionals.

Kindergarten teachers practice team planning in those instances where they so desire, although it is not currently in the collective bargaining agreement. It is being practiced, in essence, as a result of implementation by those teachers who desire or find the need for such planning. There is no denying the value of team planning; both parties recognize its importance, and both parties seek to implement it--the Board with its support and the Union with additional contract language.

The Board, however, has presented persuasive arguments to support its position that the contract should not be changed to make Article XIII, Paragraph C2c applicable to kindergarten teachers. Those teachers who teach an extended day have a paraprofessional available and will continue to have such assistance because tuition from parents covers the cost of having a paraprofessional available in the classroom. This full-time assistance allows teachers working an extended day to meet for team planning during the lunch period. For those teachers with two sections, one in the morning and one in the afternoon, the assignment of a paraprofessional is unnecessary because these teachers are not responsible for supervising students during their lunch break and can, therefore, meet at that time.

The Board's position is sounder at this time. There is no reason to complicate the administration of the contract language. The kindergarten teachers who want to participate in team planning have the opportunity to do so under the present language of Article XIII, Paragraph C2c.

Recommendation:

Board's Position: Status Quo

V. TEACHING LOAD (MIDDLE SCHOOL)

TEAM PLANNING FOR MIDDLE SCHOOL TEACHERS OF  
ELECTIVE SUBJECTS

Current Contract Language:

Article XIII, Section C1 (3rd Paragraph)

The normal teaching load will be as follows:

In the junior high school, teachers will teach a six-period teaching assignment in a seven-period day. In the middle school, block teachers will be scheduled daily for one (1) preparation period and one (1) team planning period. Teachers of non-block classes will be provided with one (1) preparation period on a daily basis. Any additional unscheduled time within the normal school day may be used as instructional team planning time unless otherwise scheduled.

Union Position:

Modify current contract language to provide teachers of electives with one (1) team planning period in addition to one (1) preparation period. Not applicable to teachers of special education. Language to provide as follows:

In the junior high school, teachers will teach a six-period teaching assignment in a seven-period day. In the middle school, block teachers and elective teachers will be scheduled daily for one (1) preparation period and one (1) team planning period. Other middle school teachers will be provided with one (1) preparation period on a daily basis. Any additional unscheduled time within the normal school day may be used as instructional team planning time unless otherwise scheduled.

Board Position:

Add permissive language permitting scheduling of team planning period for middle school teachers of electives (excluding special education). Language to provide as follows:



Middle school elective teachers, but not teachers of special education, may be provided a team planning period contingent on budget, enrollment and program needs as determined solely by the administration.

Nancy Koski, an orchestra teacher who feels very strongly about the need for team planning for elective teachers, described a pilot program for team planning as a plan to reach equity. She stated that all three middle schools currently have team planning and that there is currently an eight-period school day for all non-elective school teachers, consisting of six class periods, a conference period, and a team planning period. She stated on cross-examination that the teachers want the pilot program to continue. She explained that the block teachers had team planning prior to this school year, whereas, the elective teachers did not. It was a new concept for elective teachers, and the Board wanted the ability to take away this opportunity if the pilot program did not work out.

Dr. Candela verified the accuracy of Koski's testimony but added that the Board wants to implement the plan with permissive language. The reasons for the Board's view are 1) that uncertainties exist as to whether the program will be successful, 2) that revenues in the coming year are in question; 3) that enrollment may increase or decrease; and 4) that a good deal of time may be required for a third-party imposed program, the details of which are not yet known. He added that the Board is

an advocate of the team planning process and that there had been a letter of understanding concerning the concept. It is obvious that team planning for elective teachers is a goal not only of the Union, but of the Board, which has already implemented the program for the current school year.

The Board has given valid reasons for not implementing the program by means of the new contract language suggested by the Union. The Board is concerned with uncertainties that exist as to future school funding. Moreover, the current procedure is working well. The Board must be taken at its word that it intends to do as much as possible to extend the concept to elective teachers, and the Board's authority under Article II, Rights of the Board, must be recognized. The Board has the right to terminate a pilot program that it does not find possible to maintain.

Article II reads:

A. The Board of Education, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the Constitution and the laws of the State of Michigan.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the

specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan.

The Board must have the leeway that it requests. The contract should not be changed to include new language covering implementation of the team planning program for elective teachers.

Recommendation:

Board's Position:

Add permissive language permitting scheduling of team planning period for middle school teachers of electives (excluding special education).  
Language to provide as follows:

Middle school elective teachers, but not teachers of special education, may be provided a team planning period contingent on budget, enrollment and program needs as determined solely by the administration.

VI. TEACHING LOAD (CREATIVE ARTS/ELEMENTARY)

Current Contract Language:

Article XIII, Teaching Hours and Load, C. Teaching Load, Section C1

\* \* \* \*

Creative arts teachers in the area of elementary art and vocal music shall have no more than twenty-two (22) teacher classes which is equivalent to 22 clock hours. The additional three teaching hours will include such activity as

special projects, i.e., chorus, art exhibits and motor skill programs. These examples are not all-inclusive. (Teaching responsibilities include time between classes, and recess supervision for elementary teachers.)

Scheduling considerations will be given to those teachers who are assigned more than two building or more than one chorus. Every attempt will be made to have creative arts teachers in no more than two buildings and instrumental music teachers in no more than four buildings.

Creative arts teachers in the area of elementary physical education shall have no more than sixteen (16) teachers assigned if they have one building; fourteen (14) teachers assigned if they travel to two schools; and thirteen (13) teachers if they travel to three schools. (The 25 teaching clock hours which include recess supervision and other teaching responsibilities, shall not be exceeded). Each assigned elementary classroom teacher, grades 1-5, shall have ninety (90) minutes per week of physical education.

Board Position:

Modify current contract language to restructure elementary creative art teacher work loads in the areas of art and vocal music so as to eliminate the teacher classroom/special project dichotomy. Establish twenty-five (25) hour maximum teacher load as appropriate standard.

Union Position:

Status Quo.

Ms. Lang testified that the elementary classroom teacher's work day is seven hours ten minutes, of which 25 hours a week is instructional time. As to elementary art and vocal music teachers, they devote 22 hours to instructional time and three

hours to special projects; for example, chorus and art exhibitions, and maintaining bulletin boards. These boards are used to display student work that is excellent and/or noteworthy and deserves to be on exhibition and called to the attention of the faculty and students. Music teachers spend part of these three hours to prepare for school performances. It was noted by the Board that not all schools have a bulletin board or the same number of performances and that teaching is the first priority of the teacher.

The elimination of three hours of potential instructional time for performance preparation or bulletin board maintenance would result in a substantial saving for the Board. In some instances it is now necessary to transfer a teacher from one school to another to teach for only two or three hours. This occurs because of the 22-hour limit for full-time art and vocal education teachers. There is also the additional cost of travel time. Thus, the added expense is easily demonstrated, according to the Board.

It was noted that all of the foregoing also apply to the physical education teachers. These teachers do not teach 25 hours per week. Article XIII, Paragraph C, the final paragraph of Section 1, indicates that the maximum number of hours for physical education teachers would be 90 minutes times 16 students, or 24 hours. The School Board would prefer that all

teachers teach 25 hours and that any required travel time be in addition to teaching time. This would equalize the load for all teachers at 25 hours per week.

Travel time is provided for in Article XIII, Paragraph Q, and reads as follows:

In the event a teacher is required to travel between buildings, travel time will be considered as the weekly schedule is developed. Travel time will be counted as part of the teacher's paid time.

The Board's testimony continued with the urging that 25 hours of teaching time would avoid the need for bringing in part-time teachers. Only three hours of special projects would be eliminated, and the testimony revealed that only two buildings currently have a choir. In fact, it really has never been necessary to bring in any part-timers; all the testimony was based upon example.

Local Union President Tom Nations testified that the creative arts proposal advanced by the Board first surfaced in response to a Union proposal that physical education teaching be limited to 22 hours, a proposal that was not withdrawn by the Union. He stated that art teachers put up bulletin boards showing the children's work and other current themes, and that music teachers put on plays and musicals for students and parents. He said that he could not agree that 100% of a teacher's time should be devoted to teaching, although he did

acknowledge that teaching is more important than posting bulletin boards. He indicated that music teachers are teaching when they direct a choir during those additional three hours, and that is not in the same category as bulletin boards.

The testimony of the witnesses revealed that the hanging of bulletin boards is not considered essential and is not an effective use of teaching time. It appears that students in those schools where there is a bulletin board could just as effectively hang their own projects. It does not appear that at the current pay schedule for teachers, three hours per week should be assigned to hanging bulletin boards, particularly when there has been no evidence that three hours per week is actually used for maintaining them. There was also no evidence as to how many hours per week teachers devote to preparing exhibit space and/or directing extracurricular choir activity. In fact, the testimony was that a choir is a rarity.

The School District's argument that assignments for special projects should be made at the discretion of the individual building principal is persuasive. Where art exhibits are necessary, or performance preparation is required, the principal will have the leeway to assign such creative work. Where travel time is required, a teacher will be compensated under Article XIII-Q.

Physical education teachers are, according to the Board, under-utilized now. However, if the Board wants to run the risk of paying teachers for over 25 hours, that is a decision building principals will be able to make. The Board believes this will create no problem because physical education teachers, who travel to as many as three schools, are at this time not fully utilized.

Teachers who are being paid for teaching should, therefore, be assigned 25 hours per week of teaching duties. If, however, there are not enough students to fulfill that requirement, then they may be assigned the unfulfilled hours for duties such as maintaining bulletin boards, choir preparation, or motor skill programs.

Recommendation:

Board's Position:

The Current contract should be modified to eliminate time for special projects for art and music teachers and the formula for determining the number of classes for which physical education teachers are responsible per week. These teachers should all be on a 25-hour-per-week maximum teaching schedule, the same schedule other elementary teachers work.

VI. SUBSTITUTE HOURLY RATE

Current Contract Language:



Article XV, Teaching Assignments, Section B2

Teachers, except with their consent, shall not be required to assume the responsibilities of absent teachers. Teachers who do accept this responsibility shall be compensated at their hourly rate.

Article XIX, Per Diem and Hourly Rates

- A. The Salary Schedule is based upon the school calendar as set forth in Article XXIV and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the normal teaching load, teachers will be compensated at one (1) times their individual hourly rate.
- B. The Board agrees to pay teachers an hourly rate commensurate with their salary for performing teaching duties which require a return to school at night (except when sponsoring a student organization activity as per Article XIII, Section F, 1-c), providing [sic] written notice and/or approval in advance is secured from the building administrator. Such pay shall not be less than two (2) hours.
- C. As set forth in Article XIII, Section C, 4, elementary classroom teachers shall be scheduled at least 210 minutes each full week. In the event of absence of the special subject teachers (vocal music, art, and physical education) and no substitute teacher is obtained, the classroom teacher shall teach the class. If the absence of the special subject teacher requires the classroom teacher to have less than 210 minutes for preparation and relief during the week, such classroom teacher shall be paid for such time at one (1) times the teacher's hourly rate.

Board Position:

Modify current language to establish a substitute hourly rate of \$20.00 for additional work assignments as set forth in Article XV, Paragraph B2 and Article XIX, Paragraph A, B and C.

Union Position:

Status Quo.

The Board proposes to pay a flat rate of \$20.00, the current curriculum rate paid to instructional staff who work overtime. Currently, the hourly rate being paid when a teacher substitutes for an absent teacher for a period of one hour or more is the substitute teacher's annual salary, divided by 1,332 hours.

The substitute teaching referred to here does not require replacing a teacher for an entire day or more, but merely for a period of time, perhaps an hour, when a teacher is absent and another teacher has time during his/her planning period to cover for the absent teacher. The contract currently states: "Teachers, except with their consent, shall not be required to assume the responsibilities of absent teachers. . . ." This portion of the contract would remain unchanged regardless of whose position is adopted.

Testimony was also elicited showing that while the contract reads as above, a refusal to substitute for an absent teacher should not show up on an evaluation, but, it very well

may, and if it does, the District would, upon request, remove the notation.

I find no persuasive reason to change the status quo insofar as payment for work performed is concerned, as outlined in the current contract language in Articles XV and XIX. For the same reason that teachers should be expected to teach their full 25 hours each week rather than to spend three of those hours in other than instruction, such as maintaining bulletin boards, and be compensated at their teaching wage, they should, when substitute teaching, be paid their regular teacher's wage. They are entitled to the same rate for substitute teaching as for teaching their regular assignment.

Recommendation:

Union's Position:

Status Quo.

## SUMMARY OF RECOMMENDATIONS

### ISSUE I. SALARY AND HEALTH INSURANCE

The employer will continue to pay the premiums for traditional Blue Cross/Blue Shield health care insurance to include a PD-MAC drug rider and co-pay of \$5 and a master medical deductible of \$150/\$300 with a reimbursement of 80% for eligible services.

A 1993-94 salary schedule that provides an increase of 2.5 percent over the 1992-93 schedule.

### ISSUE II. SCHOOL CALENDAR

Board's Position: Dr. Martin Luther King, Jr. Holiday should be scheduled as a non-school day.

### ISSUE III. TEACHER EVALUATION

Union's Position: Status Quo

### ISSUE IV. TEACHING LOAD (ELEMENTARY)

Board's Position: Status Quo

### ISSUE V. TEACHING LOAD (MIDDLE SCHOOL)

Board's Position: Add permissive language permitting scheduling of team planning period for middle school teachers of electives (excluding special education). Language to provide as follows:

Middle school elective teachers, but not teachers of special education, may be provided a team planning period contingent on budget, enrollment and program needs as determined solely by the administration.

### ISSUE VI. TEACHING LOAD (CREATIVE ARTS/ELEMENTARY)

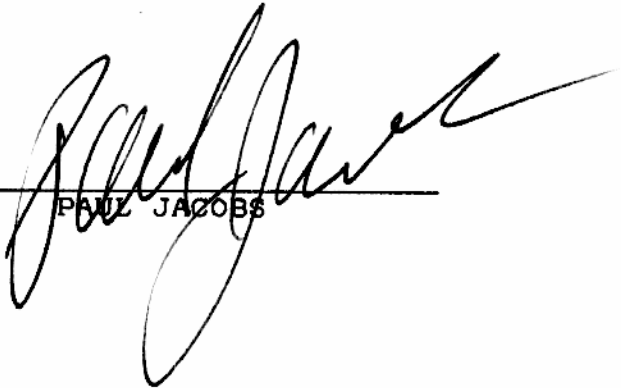
Board's Position: The Current contract should be modified to eliminate time for special projects for art and music teachers and the formula for determining the number of classes for which physical

education teachers are responsible per week. These teachers should all be on a 25-hour-per-week maximum teaching schedule, the same schedule other elementary teachers work.

ISSUE VII. SUBSTITUTE HOURLY RATE

Union's Position: Status Quo.

Dated: April 1, 1994



PAUL JACOBS