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STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT FINDING
BETWEEN:

GRANT PUBLIC SCHOOLS BOARD OF
EDUCATION (Board)

MERC CASE
NO. G81 D423

-and-

GRANT EDUCATION ASSOCIATION
(Association)

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

FINDINGS AND RECOMMENDATIONS

APPEARANCES:

FACT FINDER:

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INTRODUCTION

Pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commission's regulations, a fact finding hearing was held regarding matters in dispute between the above-mentioned parties. The hearing commenced at 10:00 a.m. on Thursday, August 12, 1982, in the Grant High School Library. The hearing was concluded on that day with the parties filing briefs and additional information on or before August 20, 1982. Both parties availed themselves of the opportunity to file briefs and additional information.

Grant Public Schools

These findings and recommendations are being issued as soon thereafter as is possible.

HISTORY

According to the Petition there are approximately 72 employees in the unit. The prior Collective Bargaining Agreement expired on June 30, 1981. The parties engaged in collective bargaining and mediation, but nevertheless, still have a number of issues in need of resolution.

ISSUES

The parties have agreed that the new Collective Bargaining Agreement shall have a duration of three (3) years. The only three issues submitted to fact finding were:

1. Salary
2. Article VII - Fringe Benefits
3. Article VIII - Teaching Hours and Class Load

GENERAL

It is universally recognized that in order to evaluate a dispute, what has taken place in so-called comparable districts is carefully considered. In this case the parties have utilized the other districts in Newaygo County. Thus, there is no necessity to determine which districts shall be considered comparable to Grant for the purposes of this hearing.

Surely cost is always an important consideration. In this regard the Board has not taken the position that it is broke. In fact there is no specific allegation of an inability to pay. To the contrary, the available evidence suggests that at this point the Board's financial condition is more than satisfactory.

For instance, in 1976-1977 the total revenue was \$1,888,108 while the fund balance less the value of busses was \$181,263. In 1981-1982 the unaudited figures indicate that total revenue will be \$3,058,087, while the fund balance less busses will be \$441,026. In the period in question the Board's revenue increased substantially, but more importantly the fund balance less busses also increased at a very substantial rate.

One of the documents submitted by the parties indicates that since 1978-1979 the Board has had the second highest general fund equity per pupil figure for K through 12 districts in Newaygo County. This is also true of the percentage relationship existing between general fund equity and current operating expenditures.

Thus, as a general proposition it cannot be said that the record compels a finding that the Board is in financial difficulties. As aforesaid the exhibits do not establish such a situation and indeed indicate that at this point the district is financially sound.

The Fact Finder has carefully considered the Board's financial situation, as developed by the record, when each of the economic issues were analyzed. In order to save time, with the exception of perhaps slight deviations, there will be no further specific discussion of the Board's ability to pay.

ISSUE - SALARY

Parties' Positions

The Association's position is that for the first year of the contract, 1981-1982, each step of the 1980-1981 salary schedule shall be increased by 8%.

For the second year of the Collective Bargaining Agreement, 1982-1983, the Association makes the following proposal:

"The 1981-82 salary schedule shall be increased by the percent increase of the C.P.I. from July, 1981 to July, 1982 providing, however, that such increase will not be less than seven (7%) percent nor more than ten (10%) percent.

"1. As defined in the 1978-81 master agreement."

For the third year of the Collective Bargaining Agreement, 1983-1984, the Association makes the following proposal:

"The 1982-83 salary schedule shall be increased by the percent increase of the C.P.I. from July, 1982 to July, 1983 providing, however, that such increase will not be less than seven (7%) percent nor more than ten (10%) percent.

"1. As defined in the 1978-81 master agreement."

Under the Board's proposal a "sum equal to 7% of the B.A. base would be added to the 'step' or 'increment' of each teacher." The 7% figure calculates to be \$878.21. The Board seeks re-openers for the second and third years of the contract.

DISCUSSION AND RECOMMENDATIONS

The record indicates that both NCISD and Fremont realized a salary schedule increase of 8.6% of each step. Hesperia was 8%, while Newaygo was 9%. White Cloud had a 4% increase during the first semester and an additional 4% in the second. The actual dollar increase calculated to be 6.1%.

The average percentage increase for the county school districts is 8.1% if the 6.1% figure is utilized for White Cloud, or 8.6% if the 8.6% figure is utilized for White Cloud. Thus, it becomes apparent that based upon a percentage comparison the Association's first year offer is more acceptable than the Board's.

When dealing with the comparable districts in terms of actual salary figures, the comparisons utilized in the joint exhibits involve the B.A. minimum and maximum salary figures, along with the

M.A. minimum and maximum figures. Since these are the only figures available for the other districts, the analysis contained with herein should also deal only with the minimum and maximum figures.

In dealing with the B.A. minimum the record establishes that the average B.A. minimum salary for 1981-1982 is \$13,730. The Board's proposal would yield a salary of \$13,424, while the Association's proposal would yield a salary of \$13,549. Certainly it is obvious that the Association's proposal is closer to the average minimum salary in the B.A. track for 1981-1982.

While the figures for 1980-1981 were not available, they can be arrived at by utilizing the percentage increases previously stated. When the calculations are performed, excluding Grant, it appears the average salary for the B.A. minimum for 1980-1981 was \$12,658. This compares with the \$12,545.80 depicted in the prior salary schedule in Grant.

When compared on a ranking basis for 1981-1982 the Association's proposal would rank 5th in the county, while the Board's would be last. In the prior year the Grant minimum B.A. salary level ranked 4th. Certainly the Association's proposal tends to maintain the relationship between Grant and the other districts which existed in the prior contract year.

The same basic conclusions can be drawn regarding the B.A. maximum. The average B.A. maximum salary for 1981-1982 is \$22,047. Both the Association's and the Board's proposal would rank Grant last. However, this is the same position that Grant held in the prior year. What is significant is that the Board's proposal would rank Grant last by a much greater degree than would the Association's and in fact increase the difference which

previously existed between Grant and the next highest district. Again, the Association's proposal maintains Grant's relationship with the other districts to a much greater degree than the Board's does.

The average minimum M.A. salary for the comparable districts for 1981-1982 is \$14,915. The Association's proposal would result in a figure of \$14,619, while the Board's proposal would result in a figure of \$14,484. Again, the Association's is more comparable to the average. However, it is just as important to realize that the Association's proposal maintains Grant's relationship with the other districts in the county to a much greater degree than does the Board's. For instance, in 1980-1981 in the area of M.A. minimum it appears that Grant ranked 5th. The Association's proposal would maintain that ranking for 1981-1982, while the Board's proposal would place Grant in the last position.

In the area of M.A. maximum the average salary for 1981-1982 was \$23,821. The Association's proposal would create a salary of \$23,975, while the Board's proposal would create a salary of \$23,077. It must be noted that the Association's proposal is above average. However, in 1980-1981 it appears that when dealing with the maximum salary in the M.A. scale, Grant ranked 2nd. The Association's proposal would maintain this rank in 1981-1982, while the Board's proposal would allow Grant to slip to the last position.

Certainly when the above comparisons are considered, the evidence establishes that based thereon the Association's proposal is more acceptable.

The cost for the 1981-1982 school year, if indeed the Board's proposal were adopted, would be an additional \$69,213.32. The

additional cost if the Association's proposal were adopted would be \$122,524.21.

There has been much discussions regarding the increment procedure used in the contract and in fact found in most teacher's contracts in the State of Michigan. The Board has indicated its disfavor with the way the system works. However, there does not appear to be any suggestion that the system be changed. Historically it is pretty well known that the increment or step system was developed in order to recognize the teacher's extra worth as he or she gains experience. There is often discussion directed at attempting to differentiate between monies received as a result of progression through the steps and monies received as a result of a general salary increase. Boards generally take the position that there should be no differentiation because it is all new money and certainly is a cost to the Board.

Without engaging in a lengthy analysis, it appears that for the most part the position taken by both parties is correct. However, the very existence of the step system indicates that historically the parties have indeed recognized that as a teacher gains experience he or she becomes more valuable to the particular district. There have been a number of documents offered indicating the increases, both percentage and dollar-wise, of passing through the various steps in the various tracks under the two proposals. They have been studied.

Frankly, when all of the available evidence is analyzed, it becomes apparent that the Fact Finder must recommend the Association's position for the first year of the Collective Bargaining Agreement. In each area of comparison the Association's settlement offer compares more favorably with the other districts in Newaygo County. Furthermore, there can be no finding that the

Association's position places an unacceptable financial burden on the Board. Based on this record it represents the most reasonable resolution for the first year of the contract.

The parties' positions for the second and third year of the contract have been stated above. It must be recalled that the Board seeks a re-opening position for the second and third years.

In support of its position the Board suggests that there are at least three main reasons for requiring a re-opening position in the second and third year of the contract. It cites the unpredictability of expenditures within the given school year, along with the unpredictability of millages and the unpredictability of state aid.

Certainly the Board has voiced legitimate concerns. However, on the other side of the coin is the argument that the very fact that a three-year wage package exists actually adds stability to the relationship between the parties. It develops the perimeters of the Board's liability and also provides much needed labor peace.

The Fact Finder does recognize that based upon this record, it is difficult to make a precise recommendation for the second and third year of the contract. What he does suggest, however, is that there should be no re-openers for salary. There is absolutely no indication in this record that any of the other districts in the county have utilized such a procedure and, furthermore, the prior Collective Bargaining Agreement existing between the parties was a three-year contract which provided a formula necessary for arriving at the salary for each of the contract years. There were no re-openers.

While it appears that other districts have settled for 1982-1983, the information regarding their salary schedules, if any, was not available.

However, there is some evidence in this record which suggests that at least the basic type of proposal offered by the Association be adopted. The item referred to is the prior Collective Bargaining Agreement. It should be noted that there is language therein which provided for salary increases for the year 1979-1980 and 1980-1981. With the exception of the time periods involved and the numerical figures utilized, the language is the same as that contained in the Association's 1982-1983 and 1983-1984 proposals. Certainly this would indicate that it would be appropriate to utilize the same basic method of arriving at the 1982-1983 and 1983-1984 salaries. It is noted that the limits established in the contract were 5% and 8%, rather than the 7% and 10% contained in the Association's salary proposals. Considering the first-year recommendation and the continuation of Grant status in relation to the other districts, it would not be unreasonable to suggest the 7% figure be lowered somewhat as should perhaps the 10% figure.

Nevertheless, while perhaps the record doesn't allow the Fact Finder to make a confident recommendation, he must suggest that the salaries for the second and third year of the Collective Bargaining Agreement be established by utilizing the same basic scheme contained in the prior Collective Bargaining Agreement. The Fact Finder cannot suggest that re-openers be adopted.

ISSUE - FRINGE BENEFITS

Parties' Positions

In the area of Fringe Benefits the Association is seeking an additional \$5,000 term life insurance and a vision plan. It appears the Association, per the contract and since 1980-1981, has Delta Dental Plan B.

The Board's position is that the Fringe Benefits should remain the same as in the 1980-1981 school year, and that there should be a cost cap placed on the benefits so that the Board would be obligated to pay only 115% of the amount paid in the preceding year.

DISCUSSION AND RECOMMENDATIONS

It would be most appropriate to begin the discussion with the Board's proposition regarding the 115% cap. The record establishes that for the years 1980-1981, 1981-1982, 1982-1983, while the districts in the county provide varying level of benefits, all of them, with the exception of Newaygo, which is unsettled for 1982-1983, and of course with the exception of Grant, pay 100% of the cost of the Fringe Benefits.

Certainly the record establishes that there has been a substantial dollar and percentage increase in the cost of MESSA Super Med II from July 1, 1976 until June 30, 1980. While it must be recognized that there are varying amounts of coverage, i.e., full family, self and spouse and self, it is easiest to deal just with full family. The increase in full family premium cost in 1977-1978 over 1976-1977 was 11.6%. In the following year there was no increase. In 1979-1980 the increase was 13.5%, while it was

9.5% in 1980-1981. It was 22.6% in 1981-1982 and is 16% in 1982-1983. The record establishes that there have been substantial amount of increases in the cost of the premiums. However, as stated above, each of the districts in the county provide the full cost of Fringe Benefits. Furthermore, it must be remembered that during the period of increasing Fringe Benefit cost and arguably increases in other areas, including salaries, the Board managed to increase its fund balance.

While it must be recognized that the continuing cost of Fringe Benefits may at some time in the future demand that the parties confront same and devise an alternative to what currently exists, the record does not indicate that the Fact Finder can recommend the Board's proposal for any of the three years of the Collective Bargaining Agreement. The Fact Finder must recommend that the Board continue to bear the entire cost of the Fringe Benefits.

Article VII - Fringe Benefits of the Collective Bargaining Agreement indicates that effective in 1980-1981 "the above coverage shall be MESSA Delta Dental Care Plan B (60/50) with O-1 Orthodontic Rider." Thus, it appears at this point in time the Association enjoys the benefit.

The next item to be considered is the Association's request to increase the term life insurance from the present level of \$15,000 AD & D to \$20,000 AD & D.

During the last year of the prior contract, 1980-1981, the \$10,000 AD & D coverage was increased to \$15,000 AD & D.

The evidence establishes that for 1981-1982 Fremont provides \$20,000 of insurance; Hesperia \$25,000; NCISD \$25,000, with Newaygo and White Cloud providing none. In 1982-1983 Fremont provides \$25,000; Hesperia \$25,000; and NCISD provides \$20,000. Newaygo is unsettled and White Cloud provides none. Certainly when those districts which provide insurance are considered, the Association's position is more acceptable than the Board's. It is noted, however, that not all districts provide life insurance.

The evidence establishes that the entire cost of the increase in term life insurance, either in 1981-1982 or 1982-1983 would be \$842.00 above that already being paid. Surely it cannot be said that the additional cost would be crippling. It is often recognized that life insurance is an inexpensive benefit.

When considering the evidence and especially keeping in mind the combination of benefits existing in the districts in the county and even though the Association received an increase during the 1980-1981 school year, the Fact Finder recommends that term life insurance be increased to \$20,000 AD & D.

The last item in the area of Fringe Benefits is a vision care plan. Currently the teachers in Grant do not have a vision care plan. The Association is seeking the MESSA Intermediate Vision Plan. It asks the Board to pay the entire cost.

As suggested by the Association, in 1981-1982 four districts, i.e., Hesperia, Newaygo, NCISD and White Cloud, provide vision care coverage. In 1982-1983 Hesperia, NCISD and White Cloud provide vision care coverage. Newaygo is unsettled, but it would not be realistic to assume that teachers in Newaygo would lose their vision care coverage.

The record establishes that the cost for 1981-1982 would be \$9.33 per person for a total of \$7,949.16. The cost would be the same for 1982-1983.

However, when all of the districts in the county are carefully analyzed, it appears that if the Association's proposal were adopted, Grant would be providing MESSA Super Med II, Delta Dental Plan B, \$20,000 life insurance, long-term disability and vision coverage. In 1981-1982 only one other district would provide such a list of benefits, i.e., NCISD. In 1982-1983 two districts would provide such benefits, NCISD and Hisperia. Again, Newaygo is unsettled. To put it in other terms, in 1981-1982 four of the districts in the county provided for a combination of Fringe Benefits which is less than what the Association would enjoy if its current proposal were adopted. In 1982-1983 at least two of the districts in the county would provide a total combination of Fringe Benefits which would be less than that provided by Grant if the Association's current proposal were accepted.

Thus, when the entire combination of Fringe Benefits is considered, the Fact Finder cannot recommend that during the term of this contract the Board provide the Association with a full paid vision care plan.

In summary, the Fact Finder recommends that the Board continue to provide the Fringe Benefits mentioned above free of cost to the employees. Additionally, while the Fact Finder recommends that the term life insurance be increased by \$5,000, he cannot recommend the adoption of a Board-paid vision plan.

ISSUE - ARTICLE VIII - TEACHING HOURS AND CLASS LOAD

Parties' Positions

The language contained in the prior Collective Bargaining Agreement which would be affected by the Association's position indicates:

"A. Teachers recognize the principle of the 40 hour week as divided into five days of equal length. Daily attendance will be required as follows:

Secondary teachers . . . 7:45 A.M. - 3:15 P.M.
Elementary teachers . . . 8:30 A.M. - 4:00 P.M.

"In addition, teachers are required to attend scheduled meetings of the building, grade level, department, or other groupings as is deemed necessary by the administration. Such meetings shall not require attendance for more than twice a month. When possible, meetings shall not be scheduled for Friday afternoon. Teachers shall be notified of any scheduled meetings by the Friday of the previous week. Other responsibilities of the teacher such as coaching or driver training shall not excuse a teacher from attendance at meetings, except for coaches of athletic contests previously scheduled. Beside the foregoing, special meetings may be called by mutual consent of the administration and the executive board of the GEA.

"B. The normal weekly teaching load in the Junior and Senior High School will be 25 teaching periods and five unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. If a teacher agrees to teach a class outside the normal school hours, he will be given the same amount of time off during the normal school hours in addition to his regular preparation time. Teachers receiving additional pay for teaching in excess of the normal teaching load are covered by Section G., Article VIII.

* * * *

"Elementary teachers (K-2 and 3-5) may use for preparation all time during which their classes are receiving instruction from various teaching specialists; however, they shall be guaranteed 200 minutes per week in addition to the lunch period for this preparation time. Commencing

with the 1979-80 contract year, a recess/relief period shall be scheduled for such elementary teachers on those days when physical education is scheduled. This recess/relief period shall be scheduled during the opposite half of the day from the physical education period. . ."

The Association suggests that the prior language be continued or its position on Exhibit 4 be adopted. The language on Exhibit 4 states:

"A. Teachers shall not be required to arrive in their assigned buildings prior to 7:45 a.m. and will report to their classrooms not later than ten (10) minutes before classes are to begin. Teachers may not be required to remain in their respective buildings later than 3:45 p.m. In no event shall the teacher work day be longer than 7 hours, 30 minutes, including at least thirty (30) continuous minutes of a duty-free lunch period.

"B. 1978-81 contract language plus the following:

"An additional class period may be made available by the board, to the students in grades 9 through 12, in order to provide more electives for the students in those grades. Any assignment in addition to the normal teaching load shall not be obligatory, but shall be with the consent of the teacher.

"If a teacher elects to teach an additional sixth period, he/she shall be compensated an additional 1/6th of his/her annual salary for a three preparation, six period day; or an additional 1/5th for a four preparation, six period day.

"C. 1978-81 contract language

"D. Elementary teachers (K-5) may use for preparation all time during which their classes are receiving instruction from various teaching specialists. In no event shall the amount of preparation time be less than 200 minutes per week excluding the 30 minutes daily lunch period. Students shall be provided a 15 minutes recess in the morning and afternoon which shall be duty-free time for the teacher. Further, no teacher shall be assigned recess duty.

"E. through J. - 1978-81 contract language

"K. In no event shall any teacher in grades 7 through 12 have more than four (4) different preparations.

"L. (New) The board shall provide sufficient books, materials, and teaching supplies for all classes."

While the Board has not submitted the exact language it would like to see adopted in the Collective Bargaining Agreement, it appears that its position is that the contract should simply state the length of the school day with "starting and quitting times to be left to the discretion of the Board."

DISCUSSION AND RECOMMENDATIONS

The parties have agreed that this issue is moot for the first two years of the contract. In 1981-1982 the teachers had six periods, five student periods, and one preparation period at the same time. In 1982-1983 there were still six student periods, but because the preparation periods were realized at different times, the students had an extra class, i.e., six classes.

The language contained in the contracts for Fremont, Hisperia, Newaygo, NCISD and White Cloud have been studied. Four of them follow the format of indicating that a teacher must be in a building so many minutes before school begins. They do not set specific starting and quitting times. White Cloud, however, contains language which indicates when a teacher must arrive at the building, report to their classroom, and when they may leave.

The record indicates that the work day in the Grant Public Schools, including lunch, preparation periods, is 7 hours and 30 minutes. Only the teachers who are in grades 6 through 8 in the Fremont district have a longer work day, 7 hours and 40 minutes. According to the record the shortest work day is 6 hours and one minute, which is enjoyed by the teachers in Hisperia. All the others fall in between the 7 hour 40 minute top limit in the 6 through 8 grades in Fremont, and the aforesaid 6 hour one minute work day in Hisperia. So when the comparison is based solely

on the length of work day, it must be concluded that Grant teachers certainly put in their time.

Pursuant to an exhibit submitted by the Board, it appears that at least in the Grant High School the teachers have the least amount of actual student contract time than any other high school teacher in the districts in the county.

The record also establishes that Fremont, Grant, Hisperia, and in 1982-1983, White Cloud teachers teach five classes. In 1981-1982 the teachers in White Cloud who taught grades 7 through 12 taught six classes and received additional compensation. In Newaygo teachers teaching grades 6 through 12 taught six classes. In Fremont if teachers are scheduled to teach a sixth class, they receive an additional 1/7th of their annual salary.

According to documents submitted by the Association, the student day in 1982-1983 for grades 9 through 12 is 7 hours and 10 minutes in Fremont, 6 hours and 35 minutes in Grant, 6 hours and 52 minutes in Hisperia, and 6 hours and 45 minutes in Newaygo. The data for White Cloud was not available. Again, according to documents submitted by the Association, students' total time in class for grades 9 through 12 for 1982-1983 is 5 hours and 56 minutes in Fremont, 5 hours and 48 minutes in Grant, 5 hours and 30 minutes in Hisperia, 5 hours and 50 minutes in Newaygo, and 5 hours and 30 minutes in White Cloud. Lastly, and again looking at documents provided by the Association, in 1982-1983 for grades 9 through 12 total teaching time for teachers in Fremont, including study hall, was 5 hours and 15 minutes, or 5 hours and 20 minutes. It was 4 hours and 50 minutes in Grant, 4 hours and thirty-five minutes in Hisperia, 5 hours in Newaygo and 4 hours and thirty-five minutes in White Cloud.

The relationship between the districts in the areas considered is obvious.

In dealing with this particular aspect of the dispute, it must be understood that there is no question regarding the first two years of the contract and only a potential issue for the 1983-1984 school year. It is pretty difficult for a Fact Finder to recommend changes in contract language based upon the evidence presented herein and the possibility that there may be an issue in 1983-1984. Frankly, under the circumstances the best service that the Fact Finder could render the parties would be to make no recommendation regarding this last area.

CONCLUSION

In formulating the above recommendations, the Fact Finder has carefully considered all of the information submitted by the parties. Even though each particular item may not have been mentioned, it was analyzed and weighed. The Fact Finder believes that the above recommendations can serve as a basis for settling this dispute.


MARIO CHIESA

Dated: September 17, 1982