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**MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
STATUTORY FACT FINDING TRIBUNAL**

9/18/86 FF  
BY APPOINTMENT  
(313) 961-4940

In the Matter of the Fact Finding between:

**HARBOR BEACH COMMUNITY  
SCHOOL DISTRICT,**

-and-

MERC Fact finding  
Case No. L 86 D-379

**TRI-COUNTY BARGAINING  
ASSOCIATION**

**FACT FINDER'S REPORT AND RECOMMENDATION**

**I. APPEARANCES**

**For the Employer:**

Michigan Association of School Boards

By: Susan Dumala Labor Relations Consultant

**For the Association:**

Michigan Education Association

By: Don Noble Uniserv Director

**II. INTRODUCTION**

The parties have been involved in a work stoppage since August 26, 1986. A complaint for an injunction, seeking to order the teachers back to work, has been pending before the Honorable M. Richard Knoblock. A show cause hearing is set for September 18, 1986, in the Huron County Circuit Court.

The court has ordered continuous bargaining. With the court's concurrence an expedited fact finding proceeding was initiated with the Michigan Employment Relations Commission (hereafter "MERC").

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EMPLOYMENT RELATIONS COMMISSION  
FACT FINDER'S REPORT  
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*Huron Beach Community School District*

The petition was jointly initiated by the School Board of the Harbor Beach Community School District and the Tri-County Bargaining Association.

On September 17, 1986, the undersigned was appointed by the Michigan Employment Relations Commission as its statutory agent. That evening and the morning of the 18th, a hearing was held. 33 exhibits were received.

As a personal note, the parties worked diligently in putting together their presentations. This task ordinarily takes weeks, yet was completed within hours of my appointment. Further, the unusual competence, and professional attitude and skills displayed by both advocates assisted greatly. In short, I believe I understand the positions of the parties, and the facts and argument advanced by them; it is my task to find and make principled and final recommendations.

Five unresolved issues remain: (1) Article VII, SA, Teacher Preparation Time and Assigned Periods; (2) Article VIII SA, Class size; (3) Salaries; (4) Length of calendar; and (5) Insurance benefits, including medical, dental and optical.

From the Association's standpoint, these issues involve economics, work load, and job security. For its part, the Board characterizes the issues as relating to its fiduciary duty to wisely use the limited public funds available, management's right to run the school efficiently, and its overriding obligation to provide quality education.

Although the hearings were succinctly presented, the bulk of the record is reposed in the exhibits, many of which involve charts and statistical analysis. In short, a full understanding of the complexities of this case can only be had from the exhibits and each party's explanation of their significance.

The fact finders mandate to expeditiously complete his task has had an effect upon the opinion. In order to complete this task with as little delay as possible, the fact finder has been forced to be somewhat summary in citing facts and figures. He therefore asks those who wish to analyze the record to conduct their own review of the exhibits, so they will understand his conclusions.

The Harbor Beach public schools have 56 faculty members: 23 elementary and 33 secondary. Total district enrollment ranges from 950 to 1006. The discrepancy in figures arises, in part from the particular time frame in which the measurement is made -- i.e., there is a difference between "fourth Friday" counts as officially reported to the state and subsequent enrollments at the end of the year.

### III. COMPARISON AREA

The parties have proposed the use of two different bases of comparability. The Board's comparison basis consists of 16 school districts within a forty mile radius of Harbor Beach, excluding the two Intermediate School Districts in that area. Those Districts lie in Huron, Sanilac, and Tuscola counties. The Association's comparison

basis consists of 25 school districts, including the two Intermediate Districts. Those districts are a complete list of the districts in Huron, Sanilac, and Tuscola Counties. The teacher's bargaining agent, the Tri-County Bargaining Association, serves all three counties.

It must be noted that this district is "out of formula," that is, it depends almost exclusively upon its local taxpayers and milage for its revenues. Although this has been repeatedly and effectively emphasized by the Board, this fact is mitigated in part by the similar nature of most of the comparables, which have analogous and very real problems.

The fact finder will try to reconcile the difference of comparables in his discussion of the issues.

#### IV. DISCUSSION OF THE ISSUES

The Harbor Beach Community Schools under the prior contract conducted a school work year consisting of 186 teacher work days and 181 student attendance days. The Association has proposed a school work year consisting of 185 teacher work days and 180 student attendance days.

Based upon the comparables, the Board's comparison base has an average teacher work year of 184.3 teacher work days and 8 of the 15 Districts conduct 180 student attendance days; the Association's comparison shows an average teacher work year of 184.4 teacher work days and 8 of 25 conduct 180 student attendance days.

It is clear from the evidence that a teacher work year of 186 days is longer than most of the surrounding districts, and that 180 student attendance days is a common occurrence in the area.

V. PREPARATION PERIODS -- TEACHING PERIODS

Harbor Beach Schools have for twenty five years run a Secondary school day consisting of 7 class periods per day, 35 class periods per week. The prior contract language specifies Secondary teachers shall have a least 10 class periods per week as preparation time. Consequently, the teachers have traditionally taught 5 out of 7 class periods per day. The Board has proposed to reduce the preparation time and have teachers teach 6 out of 7 class periods per day, tied to an offer of an additional 2½% salary increase for all teachers. The Association position is to retain prior contract language. The comparables proposed by both parties establish that the number of districts whose teachers teach 6 periods a day is almost equal to the number of districts teaching 5 periods per day. The fact finder notes, however, that to increase 1 additional teaching period from the prior year results in 1/5 more work on a daily basis. The District is seemingly trying to buy 20% more work for 2½% more money. The Board is seeking to abrogate an established method of operation -- a past practice -- that is a fundamental premise upon which the salary schedule is based.

Nonetheless, the Board has raised fundamental and challenging questions about the effective utilization of professional staff. These concerns should not be summarily dismissed, and are deserving of close and honest scrutiny by both parties upon full exposition of the facts.

#### VI. CLASS SIZE

The Association has proposed class size provisions to be included in Article VIII which would provide absolute maximums on class sizes. The Board proposes to retain the prior contract language, which simply consists of a philosophical statement on the importance of class size, but giving no guidelines as to numbers of students which would be acceptable. The board also proposes the creation of a committee to study any class size problems that may arise.

The number of districts which use either maximum numbers or goal numbers in their contracts is predominant in both comparables over the districts which do not specifically address class size numbers. (Board's comparison basis 12 to 4; Association's comparison basis 19 to 6).

The actual numbers contained in the contracts varies from 22 to 30 at the elementary level and 25 to 32 for secondary academic courses (science, math, English, etc.).

#### VII. INSURANCES

The Association has proposed to increase insurance coverage by changing the current MESSA Super Med I to MESSA Super Med II with the MESSA CARE RIDER; changing dental

coverage from the current Delta Dental 70/70/70 (\$600 orthodontic maximum); and to add vision coverage VSP III.

The Board has indicated a willingness to make the change to MESSA Super Med II MCR. It should be noted that the Board would realize a savings of approximately \$1000 per year from that change. The Board's comparison basis would indicate that 11 out of 16 of the area contracts contain provisions for vision insurance at varying levels of coverage. The Association's comparison shows that 18 out of 24 districts have vision insurance specified in the contract. It should also be noted that the Association has proposed the most costly of the 3 VSP coverages. It appears from the comparables that the Dental coverage provided in Harbor Beach is on par with most of the surrounding districts at the 70% level (Delta Plan 70/70/70). Conversely, the direct evidence in the comparables does not itself establish that the \$600 orthodontic maximum payment is inadequate. However, the unvarnished fact is that the numbers are not in line with the known costs of orthodontic treatment, and does not approach a 70% level of coverage as does the remainder of the plan. It should be noted that the Association's proposal has an overall impact of \$20.00 per month per teacher or a total of \$13,440.

#### VIII. SALARY

The Board has proffered alternative salary proposals: a 4% increase in each of two years, maintaining the same number of teaching periods or increasing salary by 6.5%

for each of two years if the number of teaching periods were increased from 5 to 6. The Association has proposed a salary increase of 6.5% for each of two years. The pattern of settlements for the areas of comparability indicates that for contracts settled for the 1986-1987 school year since January 1, 1986 show increases as follows:

DISTRICT <sup>1</sup>	1986-87	1987-88	1988-89
North Huron	6.5%	6.5%	6.5%
Elkton-Pigeon			
Bayport	6.5%	6.5%	6.0%
			7.0% on top step
Carsonville			
Port			
Sanilac	11.0%	9.0%	
Kingston	8.0%	7.25%	
Sanilac			
Intermediate	6.0%	6.0%	6.0%
Akron-			
Fairgrove	6.5%	6.5%	6.5%
Deckerville	6.5%		

Schools are in a competitive business. They compete with private institutions for students, they compete with each other for students, and they compete with each other for quality teachers. If salaries do not remain competitive, they will lose teachers to other districts as openings occur. It is apparent that the Board's offer of 4% is not competitive with recently settled contracts in the comparable communities.

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<sup>1</sup>Sanilac Intermediate and Akron-Fairgrove are not in Board comparables.



Cost and affordability however, must also be taken into consideration. The parties have agreed that based on the Board's budget estimates and known tax data, that the district will have new revenue of \$230,000 for the 1986-87 school year. The parties have further agreed that \$69,460 of the \$230,000 has been committed to paying for salary increments and 2 additional teachers, leaving a balance of \$160,540. The parties have also agreed that 1% increase in salary generates a cost of \$14,106. The Board's four percent offer would cost \$56,424. The Association's 6.5% proposal would cost \$91,689. The Association's Insurance proposal carries a cost of \$13,440. Both proposals include an additional \$10,000 in increased insurance premium rates and extracurricular pay.

It is apparent from the Board's offer of 6.5% that amount is affordable, although perhaps only with considerable fiscal sacrifice and austerity in other areas. The Board cites savings from the additional teaching assignments of \$19,300. The 2.5% differential in offers has a cost of \$35,265. That is a clear indication that the Board has the ability to allocate \$15,965 more than it has offered, if sufficient incentive is provided. The Board has dove-tailed its willingness to pay to its perception of sound educational policy, i.e., the relinquishment of an extra hour of preparation by the secondary teachers.

Nevertheless, the inescapable conclusion is that either the Board's proposal or the Association's proposal

could be taken out of the remainder of the new monies \$150,540. The Board's proposal would leave residual monies of over \$90,000 to be used for other purposes or savings. The Association's proposal would leave over \$45,000 for the same purposes. Having considered the foregoing, and also taking into consideration the reasoning of the parties' positions, I offer the following recommendation.

#### **IX. RECOMMENDATION**

The following is offered as a recommendation for settlement in its entirety. It is designed to take into consideration each of the parties needs, rather than its wishes. Disruption of the package destroys the balance of needs we are attempting to reconcile.

##### **Calendar:**

The calendar for 1986-87 and 1987-88 school year is recommended to be 180 student attendance days and 185 teacher days.

##### **Class Size:**

It is recommended that class size language reflecting goal maxima be included in the contract effective 1987-88 school year, allowing the District the opportunity to schedule classes to meet the goal (sample attached).

##### **Teacher Preparation Periods:**

It is recommended that a study committee consisting of 2 representatives from the Association, 2 representatives of the Board, and 1 mutually agreed upon neutral be formed to consider the question of the number of teaching periods

based on these criteria: curriculum, facilities, class size, finances, scheduling, and staffing. This committee to be charged with making a public recommendation at the Board meeting of January 1988. Upon a failure to agree on the neutral, the panel member will be selected from a list prepared by the Michigan Employment Relations Commission.

**Insurance:**

It is recommended that the insurance coverage be changed to the following:

MESSA Super Med II with MESSA CARE RIDER

Delta Dental 70/70/70 \$1000 orthodontic maximum

Vision Plan VSP I

**Salary:**

1986-87 School Year: 4% increase

1987-88 School Year: 5.5% increase

The comparatively low first year recommendation is a reflection of the fact finder's belief that the district is faced with the necessity of financial constraint. Nevertheless, the legitimate expectations of the teachers, and their continuing economic well being, cannot be forestalled forever. The Board of Education is expected to make all efforts and cuts necessary to finance the second year increase.

On the issues presented, reasonable persons could differ as to the outcome. However, there are real needs on both sides that need to be protected. The administration must be able to run the school district; the faculty

deserves financial and job security. These interests have been balanced herein. They have been weighed with a long term view of the best interests of the community, the school district, and the bargaining unit.

Obviously, these are recommendations only. The parties can choose to ignore them and go back to economic warfare if they choose. It is gently urged, however, that these are rational and reasonable solutions to the problems which confront them. It is a compromise with reality. It permits them to work out the solutions to their own problems, without winners and losers; without the risk of judicial intervention.



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STANLEY T. DOBRY, Fact Finder

Dated: September 18, 1986 at  
the City of Detroit, Michigan

### CLASS SIZE

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that it will make a reasonable effort to stay within the maximum class sizes set forth; subject to the availability of facilities and financial resources.

#### 1. ELEMENTARY

Kindergarten and 1st grade.....25 pupils  
2nd through 6th grade.....28 pupils  
Special Education class limits are determined  
by State Law.

#### 2. SECONDARY

English, Social Studies, General Education,  
Mathematics, Science, Language, Business.....28 pupils  
Typing, Drafting.....30 pupils  
Industrial Arts, Homemaking.....20 pupils  
Art, Health Education.....25 pupils  
Physical Education.....40 pupils  
Music.....35 pupils  
Band.....1200 pupils/week