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FACT-FINDER'S REPORT AND RECOMMENDATIONS

In the Matter of)
Hart Public Schools,)
Hart, Michigan)
and) Michigan Employment Relations
Hart Education Association,) Commission
MEA,) Fact Finding Case No. G87 H-746
Scottville, Michigan)

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

APPEARANCES

Employer

Merle W. Grover, Consultant
Patrick J. Gaudard, Superintendent
Jane L. Thocher, Administrator
Diana C. Cain, Accountant

Association

Nathan Lipson

INTRODUCTION

On September 25, 1987, the herein Employer filed a Petition for Fact-Finding with the Commission setting forth seven issues which had not been resolved in bargaining and mediation sessions that had taken place before and after the expiration of the prior collective bargaining agreement on August 31, 1987. A Fact-Finding Hearing was set for February 11, 1988, with the consent of both parties. Prior to the

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Hart Public Schools

hearing day, however, the Association indicated that it would not participate, and in fact there was no Association participation at the hearing.

The Employer stated that there were changes in the unresolved or disputed issues from the time the Petition was filed and indicated its understanding of such issues and their status. 1/ The Employer also provided evidence in support of its position on each of the issues. The Fact-Finder made it clear that in the absence of Association participation, fully informed and finally conclusive judgments could not be reached. Under the circumstances, the Fact-Finder could do no more than consider the evidence presented, ask questions, and decide whether the Employer had put in a rational case in support of its positions.

ISSUES IDENTIFIED - EVIDENCE PRESENTED
FINDINGS AND RECOMMENDATIONS

I. Class Size

The expired collective bargaining agreement provided for class limitations of 27 pupils in kindergarten and 30 pupils in elementary grades. The Association had proposed a reduction in class size limits over a period of three years to 18 pupils in pre-kindergarten classes, 15 pupils in developmental kindergarten classes, 20 pupils in kindergarten and first grade classes, 25 pupils in Grade 2 to 6 classes,

1/ The testimony indicated that there were additions and deletions to the issues described in the Petition, so that the eight disputes set forth herein remained.

and 15 pupils in building trades classes. The Employer proposed that present class size limits be maintained.

The Board took the position that the present class limits are within state guidelines and that the administration makes every effort to observe the limits in the contract. The evidence was that class overloads have been the rare exception both in the current and last school years. Overload exceptions have occurred due to unanticipated influxes of migrant families and difficulty in achieving balanced classes due to transportation limitations. Moreover, when overloads occur, teachers are compensated pro for pupils above contractual limits.

Recommendation

The Employer has presented a rational case for maintaining present class size limitations and nothing to the contrary has been put into the record. Under the circumstances, the Fact-Finder recommends that present class size limitations be maintained.

Aide for High School Librarian

A dispute not identified in the Petition was an Association proposal that a Library Aide position be established. The Employer stated that it believed that this proposal had been dropped, but that it later became apparent that the Association continued to press the matter. The administration's position was that such a job was not needed

in the library and that the library functions adequately under present circumstances.

Recommendation

The Employer has presented a rational case for maintaining the status quo in the library and nothing to the contrary has been put into the record. The recommendation is that it has not been demonstrated that creation of a high school Library Aide is necessary.

III. Personal Days

The expired collective bargaining agreement provided for a personal day with pay per year, provided notice is given for the requested day and a substitute is available. Similarly, the last contract provided for a business day with pay, with notice requirements and limitations on use. The Employer stated that the Association had proposed an additional personal day.

The Board took the position that an additional paid leave day was unwarranted and could make it difficult to meet state teaching day requirements. It was pointed out that the school year consists of 184 days with 180 days of teaching. Teachers do not work summers and during the Christmas period. In addition, teachers have time off to attend conferences as well as the paid leave days described above.

Recommendation

The Employer made a rational case for continuation of the existing paid leave system and in the absence of evidence justifying a change, the recommendation is that the present level of paid leave days be maintained.

IV. No Strike Clause

The expired collective bargaining agreement included a No Strike Article in which the Association and teachers agreed that there would be neither strikes nor comparable activity during the term of the Agreement. The Employer stated that the Association had proposed that said Article not be included in the forthcoming contract. The Employer proposed that the language be retained.

Recommendation

The inclusion of a no strike clause in the collective bargaining agreement merely reiterates state law on the matter, which prohibits strikes by public employees. The inclusion of a no strike clause in the Agreement makes the prohibition of such activity a contractual as well as a legal obligation. The Fact-Finder must certainly approve the continued inclusion of the No Strike Article in the next contract.

V. Modification of Dental Program

The expired contract provided that, "The Board shall provide for all teachers, their spouse and their dependents, without cost to the teacher, the MESSA/Delta Dental Plan B." The existing plan provides for given percentage coverages of dental costs, with maximum contract coverage of \$1,000.00 per person for some contract benefits as a lifetime maximum. The Employer stated that maintenance of the existing dental program for the 1987-88 school year would involve a 20.5% cost increase.

The Employer claimed that the Association proposed increases in percentage coverages for some benefits, and, effective the second year of the contract, a maximum contract benefit of \$1,300.00. The Employer proposed maintenance of the existing program for the new contract, with the Board absorbing any cost increases.

Recommendation

The existing dental coverage appears to be a program regularly offered by Delta Dental Plan of Michigan. Although any benefit program can be improved, there is no basis to conclude that the existing plan is inadequate. In the absence of evidence and argument making the case that the present dental plan should be improved, the Fact-Finder must recommend that the existing program be continued.

VI. Extra-curricular Compensation

Schedule B of the expired contract provided that teachers serving in certain extra-curricular positions be compensated by adding percentages of existing salary to their pay. The Employer represented that the Association had proposed changing the compensation percentages and adding some extra-curricular activities to the schedule.

The extra-curricular positions are classified by "level" in the expired contract and Schedule B of same includes a table of percentages applicable to the levels. A comparison of the existing and Association proposed percentages is as follows:

	<u>Last Contract</u>	<u>Association Proposal</u>
Level I	10.0%	13.0%
Level II	7.0%	9.1%
Level III	6.0%	7.8%
Level IV	5.0%	6.5%
Level V	3.0%	3.9%
Level VI	1.5%	1.95%

The additions to the extra-curricular compensation schedule proposed by the Association and the Board's response are as follows:

Class Advisors to Level IV

The Employer's comment was that this has always been a recognized duty which has involved time outside of the regular school day. The Board took the position that it would be inappropriate to provide extra pay for work that has always been deemed covered by regular compensation.

All Workers at Sporting Events to be Paid \$10.00 Per Event

The Employer's comment was that teachers have always done this on a voluntary basis and that those participating get free tickets to sporting events. The position was taken that the existing approach should be continued.

Building Trades Teacher to be Included in Level VI

The testimony was that Building Trades Teachers do not put in significant amounts of time after class performing their duties. Accordingly, inclusion in the extra-curricular schedule would be inappropriate.

Participants in Reading Is Fundamental Program to be Included in Level VI

Employer representatives stated that those participating in this program do not spend time beyond the regular school day. The HEA never justified inclusion of these teachers in the extra-curricular schedule.

Participants in Young Authors Program to be Placed in Level VI

The Employer conceded that teachers working in this program spend time after the regular school day in meetings. The contention, however, was that such time is recognized as part of the hours considered as part of the teachers' obligations (and covered by regular salary) by the terms of the following from the expired contract:

"ARTICLE VII
TEACHING CONDITIONS

* * *

"G. Teachers may be required to attend up to twenty-five (25) hours of professional meetings per year. Duration of these meetings shall be up to one (1) hour beyond the normal school day. Professional meetings shall be defined as:

- (1) Building staff meetings
- (2) Curriculum meetings - Grade level or subject area meetings"

Recommendation

The Employer presented a rational case in support of its position that level percentages be maintained and there was evidence to the contrary. Similarly, the Employer offered evidence and argument that the above activities do not require inclusion in the extra-curricular schedule. While the Fact-Finder does not accept the proposition that Article VII-G is a basis for not including regular extra-curricular activity in the compensation schedule, in the absence of Association evidence any further expansion of the schedule can not be suggested. The recommendation is that the existing extra-curricular compensation system be retained.

VII. Wages

The expired collective bargaining agreement included a professional compensation table for the 1986-87 school year in which the lowest salary was set at \$16,842 on the basis of the "0" Step and Index 1.00 --- this was for a teacher with a B.A. and no experience. A teacher with a 2nd M.A. was at the

eleventh step with an Index of 1.59, and received a salary of \$29,108. It appears that the Employer proposed a 5% increase in salaries for each year of a three-year contract and no change in the professional compensation table or index system. The Employer represented the Association's position as a 6% increase for each of the three years together with changes in the index and the addition of new tracts. Thus, it was claimed that the Board's offer would involve an increase in employee costs of 7.68% for the first year, with the inclusion of fringe increases. By contrast, it was asserted that the Association's proposal would result in a comparable 10.21% increase for the current year.

The Employer included the following statement in its Petition For Fact-Finding:

"The Board has presented a proposal which will result in an average increase of 17% over the next three years for teachers in the Hart Public Schools.

"The Association has proposed that the average wage scale be modified both by changing the index and adding new tracts to the salary schedule so that there will be a 27% increase to the teaching staff during the 3-year period."

The Employer did not provide sufficient explanation and data to allow the Fact-Finder to make an independent comparison and evaluation of the respective positions.

The Employer did, however, present voluminous data and argument in support of its position that the Board proposal should be accepted. This was based in part on the following assumptions:

- "1. The economy of Michigan will remain in its present condition for at least the next two years.

- "2. The pattern and level of Executive cuts and funding during the present school year (1987-88) will probably continue for the next two years.
- "3. Because of the local economy and pattern of millage election in our area the public probably will not vote any increase in millage for operation for the school system during the next two years.
- "4. Increases in insurance will be at least 20.5% or equal to present years increase of 20.5%.
- "5. Teacher and employee increases and maintenance of constant levels in the past has come from fund equity. Fund equity revenue has dropped from \$744,562 to \$283,263 and presently would not be available to maintain expenditure levels. Increases or maintenance of constant levels for salary and fringes can only come from :
 1. Increase state aid? Through increase in the number of students or more dollars from the state
 2. Cuts in program(either or both must be considered if the staff at Hart is to receive more than the Board's present offer)
- "6. And all increases must include and be fairly proportioned among all employee groups - not just one. Clerical, Custodial, Administrative, Bus Drivers and other support personnel are entitled to be treated the same as teachers."

It was explained that approximately 75% of the School District's budget is spent for salary, with the bulk (over 55%) allocated for teachers' salaries. It was pointed out that the Hart Public Schools pay the highest teacher salaries in Oceana County and that the District's average salary of \$28,542 is higher than the \$25,201 which is average for the 87 districts in the 1,499 range. 2/

2/ This was based on 1985-1986 figures from Bulletin 1014 published by the Michigan State Board of Education.

Another factor bearing on the propriety of raising teacher salaries substantially is that there have been declines in student enrollment and staff cuts from 1976 through 1987. Thus, in the 1976-77 school year there was a 1,996.8 student count, while the count for 1987-88 was 1,346. In the 1976-77 school year 101 teachers were employed, while in 1987-88 the teacher staff was at 67.5. There were similar cuts in the administrative staff, from 9 in 1976-77 to 5.5 in the 1987-88 school year. Also pointed out was that recent years have seen a decline in the District's fund equity.

Recommendation

Given a rational case in support of the Employer's offer and a lack of evidence and argument contradicting same, the Fact-Finder can only recommend that the Board's wage offer be the basis for compensation in the forthcoming contract.

VIII. Secondary Class Time

Although not included as an issue in the Petition for Fact-Finding, the Employer stated that the school day had been increased to meet the requirements of R 340.10 of the Administrative Rules of the Michigan School Laws, with the result that secondary class time became a dispute between the parties. The requirement in question is that, "the minimum number of clock hours of student instruction for pupils in grades 1-12 shall be 900 for the regular school year including time required to pass to and from classes, but excluding lunch time and study halls ---."

Article V-Teaching Hours-E of the expired collective agreement provides as follows:

"Middle school and senior high school teachers will teach six (6) classes of fifty (50) minutes each. In addition, four (4) minutes will be allowed between classes for students to change classes. An attempt will be made to keep the number of academic preparations on the secondary level to a minimum."

It was explained that to meet state requirements the Employer had unilaterally established 52 minute secondary class times, except that the final class period became 55 minutes. It was also explained that the 30 minute duty-free lunch period proposed by the Employer was not accepted by the Association on the basis that a "bell-to-bell" allotment of a lunch period does not take into account the time taken to get from classroom to lunchroom.

Recommendation

It is clear to the Fact-Finder that a unilateral extension of the workday by the Employer, without corresponding compensation, is inequitable. Accordingly, the Fact-Finder rejects the Employer's position on this issue and recommends that the forthcoming collective bargaining agreement provide for additional pro-rata compensation for the teachers (which is independent of any established general salary increase) for any addition to the workday.


Nathan Lipson, Fact-Finder

Dated this 23rd day of February, 1988
Ann Arbor, Michigan