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STATE OF MICHIGAN
EMPLOYMENT RELATIONS
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In the Matter of the Fact Finding Between:

KELLOGGSVILLE PUBLIC SCHOOLS

-and-

Case No.: G81-D-428

KENT COUNTY EDUCATION ASSOCIATION

FINDING OF FACTS AND RECOMMENDATIONS

The undersigned, Barry C. Brown, was appointed on September 30, 1981, by Barry Hawthorne, Acting Director of Michigan Employment Relations Commission, as its Hearings Officer and Agent to conduct a fact finding hearing pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commission's Regulations, and to issue a report with recommendations with respect to the matters in disagreement. The Commission had reviewed the circumstances of the impasse as reported by its mediator and it concluded that the matters in disagreement between the parties shown above might be more readily settled if the facts involved in the disagreement were determined and publicly known. A Public hearing was conducted at the Kelloggsville School District's offices on October 8, 1981. The parties orally summarized their positions at the fact finders hearing and, thereafter, the record was closed.

Kelloggsville Public Schools

APPEARANCES:

For the Association:

Peter Patterson, Attorney
Jon Reynolds, Superintendent
Richard Laninda, Assistant
Superintendent
Mike Nickels, Board Member
Robert Nelson, Board Member
Mary Lou Peters, Board Member
Margaret Breen, Board Member
Max Allen, Board Member

For the Board:

Gretchen Dziadosz, Executive
Director, KCEA
James Van Hoven, Chief
Negotiator
David Blaye, Negotiator
Dick Slayter, Negotiator
Rein Pykk, Negotiator
Paul Troost, Negotiator
John Giosky, Negotiator

I. BACKGROUND

The Kelloggsville School District is located in southern Kent County, and it is a suburban area of metropolitan Grand Rapids, Michigan. The District is about one-half in the city of Wyoming, and one-half in the city of Kentwood. It is principally a residential area with no major shopping centers or manufacturing plants within its taxing jurisdiction. The District serves nearly 1800 students with ninety-two teachers (85 FTE) who work in four elementary and one junior-senior high school. Recently, one elementary school and the junior high school were closed because of declining enrollments and to reduce costs. There have been reductions in the professional work force in the last two years and there are still several teachers on a laid off status who have recall rights.

The Kelloggsville School District lost millage elections in 1978, 1979, and 1981. The defeats were of requests for additional operational mills in 1979 and 1981, and a bonding proposal was defeated in 1978. The voters did vote to renew existing millage rates in 1979 and 1981, and they did vote to increase one and one-half mills in 1980. The District has the reputation of a sound albeit conservative fiscal policy over the years. The Board has usually overestimated costs and underestimated revenues by 2-3% annually. The fund equity has not varied substantially and it usually has been in the \$360,000

to \$420,000 range, approximately ten percent of the total school budget annually. The operating millage rate for Kelloggsville is at 32.25 in the 1980-81 school year. This level of taxation ranks third of the 19 Kent County School Districts. The highest is East Grand Rapids at 38.4366 and the lowest is Cedar Springs at 25.0818. The higher paying districts generally are composed of a more affluent voting population. The lowest tax rates are generally found in the rural districts to the north and south of the metropolitan area.

The predecessor contract expired on August 31, 1981. This three year contract was the first bargained by the Kent County Education Association. It was also the result of the first work stoppage in the District in 1979. Prior to the certification of the KCEA, the teachers in the District had been represented by a local EA group. There had been a series of agreements between these parties that dated back to 1965. The 1981 negotiations began in the spring of 1981 and many of the matters initially in dispute between the parties have been settled. The parties agreed that the current contract is for one year only and that only the matters set forth below remain unresolved at this time.

II. FINAL POSITION OF THE PARTIES:

The following matters are still in dispute and the parties have reached an impasse on their resolution:

A) Salary

1. Board proposal:

ARTICLE IV PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

When a teacher is hired for something less than a full time contract, he/she shall be compensated according to the proportional amount of the teaching time for which he/she is contracted.

Part-time teachers can be expected to give a proportional amount of time before and after school to the percentage of their contracts.

Part-time teachers shall attend all in-service and conference times that occur in their normal work day and two evening conferences. In-service and conference time outside normal work day with the exception of the two evening conferences above, do not have to be attended unless required. If required to attend, the part-time teacher will be given one of the following in order of consideration:

1. Mutually agreed upon release time during normal contractual time
2. Hourly pay rate for teaching as a substitute at the secondary level.

KELLOGGSVILLE PUBLIC SCHOOLS

SCHEDULE A SALARY SCHEDULE 1981-82

BASE FOR
COMPUTATION

$$\$13,383.02 \times 1.083 = \$14,493.81$$

	<u>B.A.</u>		<u>M.A.</u>	
BASE	\$14,493.81	100%	\$15,943.19	110%
STEP 1	15,073.56	104%	16,522.94	114%
STEP 2	15,653.31	108%	17,102.70	118%
STEP 3	16,233.07	112%	17,682.45	122%
STEP 4	16,957.76	117%	18,407.14	127%
STEP 5	17,682.45	122%	19,131.83	132%
STEP 6	18,552.08	128%	20,001.46	138%
STEP 7	19,421.71	134%	20,871.09	144%
STEP 8	20,436.27	141%	22,175.53	153%
STEP 9	21,450.84	148%	23,190.10	160%
STEP 10	22,610.34	156%	24,639.48	170%

LONGEVITY SCHEDULE

STEP 15	23,045.16	159%	25,364.17	175%
STEP 20	23,479.97	162%	26,088.86	180%

1. All percentages for 1981-82 are applied to \$14,493.81 which is the base for degree teachers without experience.
2. In order to receive the 3% longevity step, the teacher shall earn a minimum of 2 semester hours every two years to receive the 3% the following year.
3. In order for the masters degree teacher to progress from step 15 to step 20 and beyond, he/she shall earn 5 semester hours in each ensuing 5 year period.

2. Association proposal:

SALARY SCHEDULE

1981-1982

	<u>BA</u>	<u>%</u>	<u>MA</u>	<u>%</u>
Base	14,250.00	100	15,675.00	110
Step 1	14,820.00	104	16,245.00	114
2	15,390.00	108	16,815.00	118
3	16,102.50	113	17,527.50	123
4	16,815.00	118	18,240.00	128
5	17,670.00	124	19,095.00	134
6	18,525.00	130	19,950.00	140
7	19,522.50	137	20,947.50	147
8	20,520.00	144	22,230.00	156
9	21,660.00	152	23,370.00	164
10	22,800.00	160	24,795.00	174
15	23,227.50	163	25,507.50	179
20	23,655.00	166	26,220.00	184
25	24,082.50	169	26,932.50	189

DISCUSSION:

The Association presented the following salary comparisons to other districts in Kent County:

KENT AREA SALARY RANKINGS
1981-1982

B.A. DEGREE

<u>RANK</u>	<u>DISTRICT</u>	<u>BASE</u>	<u>RANK</u>	<u>DISTRICT</u>	<u>TOP STEP</u>
1	Wyoming	14,674	1	Kent Intermediate	23,071
2	Grand Rapids	14,605	2	Lowell	23,001
3	East Grand Rapids	14,580	3	Wyoming	22,981
4	Grandville	14,524		<u>KEA PROPOSAL</u>	<u>22,800</u>
5	Kent Intermediate	14,524	4	Kentwood	22,781
6	Kentwood	14,510	5	*East Grand Rapids	22,745
	<u>BOARD PROPOSAL</u>	<u>14,494</u>	6	Godwin Heights	22,690
7	Forest Hills	14,480	7	Grandville	22,658
8	Godwin Heights	14,413		<u>BOARD PROPOSAL</u>	<u>22,610</u>
9	Northview	14,412	8	Caledonia	22,522
10	Kenowa Hills	14,300	9	Grand Rapids	22,504
11	Comstock Park	14,291	10	Northview	22,483
	<u>KEA PROPOSAL</u>	<u>14,250</u>	11	Forest Hills	22,299
12	Cedar Springs	14,175	12	Thornapple Kellogg	22,243
13	Sparta	14,143	13	Cedar Springs	21,971
14	Thornapple Kellogg	14,105	14	Sparta	21,924
15	Caledonia	14,076	15	Comstock Park	21,900
16	Lowell	13,782	16	Kenowa Hills	21,593

*Disputed: Use 11th or 12th year?

(5 Districts not yet settled)

- 1) Byron Center
- 2) Godfrey
- 3) Rockford
- 4) Kent City
- 5) Kelloggsville

KENT AREA SALARY RANKINGS
1981-1982
M.A. +30

<u>RANK</u>	<u>DISTRICT</u>	<u>BASE</u>	<u>RANK</u>	<u>DISTRICT</u>	<u>TOP STEP</u>
1	Northview	18,303	1	Forest Hills	27,657
2	East Grand Rapids	17,496	2	Kenowa Hills	27,313
3	Forest Hills	17,376	3	Wyoming	26,999
4	Grandville	17,284	4	Kent Intermed.	26,998
5	Kent Intermed.	17,160	5	East Grand Rapids	26,681
6	Kenowa Hills	17,160	6	Grand Rapids	26,577
7	Godwin Heights	16,957	7	Grandville	26,557
8	Caledonia	16,892	8	Northview	26,518
9	Kentwood	16,832	9	Lowell	26,019
	<u>BOARD PROPOSAL</u>	<u>16,813</u>	10	Godwin Heights	25,996
10	Comstock Park	16,738	11	Kentwood	25,973
11	Cedar Springs	16,726	12	Cedar Springs	25,926
12	Lowell	16,633	13	Comstock Park	25,916
	<u>KEA PROPOSAL</u>	<u>16,530</u>	14	Caledonia	25,901
13	Grand Rapids	16,452		<u>KEA PROPOSAL</u>	<u>25,650</u>
14	Thornapple Kellogg	16,058		<u>BOARD PROPOSAL</u>	<u>25,509</u>
15	Sparta	15,856	15	Thornapple Kellogg	25,064
16	Wyoming	15,700	16	Sparta	24,576

KENT AREA SALARY RANKINGS
1981-1982
M. A. DEGREE

<u>RANK</u>	<u>DISTRICT</u>	<u>BASE</u>	<u>RANK</u>	<u>DISTRICT</u>	<u>TOP STEP</u>
1	East Grand Rapids	16,038	1	Forest Hills	26,209
2	Grandville	15,977	2	Grand Rapids	26,077
3	Kentwood	15,961	3	Kent Intermed.	25,509
4	Grand Rapids	15,952	4	Northview	25,509
5	Kent Intermed.	15,952	5	East Grand Rapids	25,369
	<u>BOARD PROPOSAL</u>	<u>15,943</u>	6	Grandville	25,248
6	Forest Hills	15,928	7	Kentwood	25,103
7	Godwin Heights	15,813	8	Wyoming	24,945
8	Comstock Park	15,732	9	Godwin Heights	24,852
9	Kenowa Hills	15,730		<u>KEA PROPOSAL</u>	<u>24,795</u>
	<u>KEA PROPOSAL</u>	<u>15,675</u>	10	Lowell	24,766
10	Northview	15,565		<u>BOARD PROPOSAL</u>	<u>24,639</u>
11	Caledonia	15,483	11	Comstock Park	24,537
12	Cedar Springs	15,451	12	Caledonia	24,492
13	Sparta	15,285	13	Kenowa Hills	24,453
14	Thornapple Kellogg	15,190	14	Thornapple Kellogg	24,196
15	Lowell	15,160	15	Cedar Springs	23,949
16	Wyoming	15,114	16	Sparta	23,692

The Kent Intermediate School District is not comparable because of its small staff size and the different nature of its educational role. East Grand Rapids is a more affluent district than is Kelloggsville as is reflected by the high millage rate for that district. Godwin Heights has a far greater assessed property value per student than does Kelloggsville. Grand Rapids is a much larger district with more than 31,000 students. The districts of Godwin, Wyoming, Kentwood, and Grandville seemed most comparable because of their proximity and the similar circumstances of those districts in many respects. However, Wyoming and Kentwood are considerably larger than Kelloggsville in student population. Caledonia and Byron Center are contiguous and of similar size but their orientation is obviously that of a rural area and not a suburban school district.

The District's basic salary and longevity schedule proposals would cost about \$1,993,000. The Association's salary proposals would cost approximately \$2,017,000. Thus, the parties are about \$24,000 apart in their final positions on a wage settlement. The Association's proposal would result in a 9.3% salary increase overall. The employer's final offer represents an 8.3% increase for all teachers.

The percent increases in other Kent County settlements for 1981-82 is as follows:

PER CENT INCREASES IN KENT COUNTY SETTLEMENTS

1981 - 1982

(5 Districts Still Negotiating)

<u>District</u>	<u>B.A.</u>	<u>M.A.</u>	<u>MA +30</u>
Caledonia	9.0	9.0	9.0
Cedar Springs	9.0	9.0	9.0
Comstock Park	9.8	9.8	9.8
East Grand Rapids*	9.8	9.8	9.8
Forest Hills	8.5	8.5	8.5
Godwin Heights	8.2	8.2	8.2
Grand Rapids	8.9	8.9	8.9
Grandville	9.0	9.0	9.0
Kentwood	8.5	9.1	9.1
Kenowa Hills	10.0	10.0	10.0
Lowell*	9.0	9.0	9.0
Northview	8.5	8.5	8.5
Sparta	8.5	8.5	8.5
Thornapple-Kellogg	8.5	8.5	8.5
Wyoming	9.0	9.0	9.0
Kent Intermediate*	<u>10.5</u>	<u>10.4</u>	<u>10.2</u>
Average:	9.0	9.1	9.1
Average for locals bargaining in 1981-1982:	9.8	9.7	9.7

The Kent Intermediate settlement is not deemed comparable because of the District's different nature. The employer also asserted that the East Grand Rapids settlement was accomplished in haste because the superintendent there left the District for a new job on June 30, 1981. The Godfrey-Lee District unilaterally implemented a 7% wage increase for its teachers. That raise has not been accepted by the Association, and negotiations continue in that District. A comparison of all percentage increases in districts most comparable to Kelloggsville in 1981 shows they range from 8.2% to 9.0%. On just these comparisons alone, the District's offer appears low and the Association's demands appear high.

One of the chief impediments to a settlement was the Association's earlier informal indication to the employer that a settlement could be achieved at a level of 8.3%. Of course, that offer was part of a total settlement package that included a new salary index and other changes in the contract. The parties both may make "feeler" offers that are subject to acceptance or rejection when taken back by the negotiators for review by others. This earlier tentative settlement proposal should not now serve as a barrier to continued good faith bargaining. The employer's present offer of an 8.3% increase seems low in light of fair comparisons to that which have been accepted by boards in other nearby and comparable districts.

On the other hand, the Kelloggsville Board is faced with a declining enrollment, increasing costs, and reduced funds from the state and other sources. They cannot rely on their electorate to pass new and higher millage rates. Even discounting the Board's "conservative" accounting methods, the District's fund equity will be seriously reduced this year. The Board has dramatically reduced other expenditures for extracurricular activities, custodians, police liaison, secretarial and administration, etc., indicating an even-handed approach in cost reduction. They have not sought to reduce costs at solely the expense of the teachers. The District's percentage of instructional salaries to their total budget is 44.9%. This is one of the highest ratios in the county. It compares to only 31.4% in Godwin Heights, 36.9% in Kentwood, and 42.1% in Wyoming. Thus, the additional \$24,000 in fund equity reduction which would be caused by the teachers' salary proposal is unreasonable. The Association's proposal must be modified downward.

Part of the teachers' salary proposal is to add a new longevity step 25 in the salary schedule. Many other districts do have a longevity step at this level. This additional reward to teachers with long service with the District has no cost impact at this time and it will result in only a minimal cost for the next several years.

The Association also seeks to institute a new salary index. They would adjust the base salaries downward so that the increase on the base salary is only 6.48%. However, no one is at that level now and if the District were ever required to again hire new employees their hiring capabilities could be relatively impaired. The Association explained that the purpose of the new index is to raise salaries where the bulk of the employees in the unit are now situated. There are many employees in the bargaining unit with M.A. degrees (52 of 84). Most employees in the unit are at base step 9 and above. The new index would take this staff profile into account by increasing the step differential at the higher steps.

The employer strongly opposes the Association's demand to "unlock" the longevity steps. In 1972, when the Association sought the two present longevity steps, it bargained to accept the present continuing education requirements as a prerequisite. The Association's primary proposal now would make all longevity steps automatic and based only a teacher's length of service in the District. Seven of Kent County's school districts do have an educational requirement to gain longevity pay. For example, East Grand Rapids requires two hours a year, Forest Hills twenty hours to start, and Grand Rapids requires six semester hours within five years. The

Kelloggsville requirement of two hours every two years for the B.A. level and five hours in five years at the M.A. level seems reasonable. Though many districts do not have such a condition precedent to longevity payment, most of them do not have the bargaining history that Kelloggsville has had. Further, it seems a sound educational policy to encourage the teachers' continued schooling with the employer's paying for the cost of such graduate courses.

RECOMMENDATIONS:

- 1) The new step 25 proposal should be adopted.
- 2) The new longevity step 25 and present steps 15 and 20 should continue with the contract's present educational prerequisites.
- 3) The Association's index should be adopted but with an actual percentage increase of 8.8% in total and with appropriately adjusted salaries.

RATIONALE:

The longevity recommendations above trim about \$12,500 of costs from the Association's proposals. The reduction of .5% from the Association's demand of 9.3% should reduce another \$12,000 in salary costs. Thus, the trimmed down Association proposal would about equal the costs of the employer's present offer but under this compromise the teacher's would have the more favorable index and a new step 25. The new index is a

negative factor to the employer but the lower base figures reduce costs in other areas. The 8.8% salary improvement would be slightly less than the Association's claimed area average of 9% but it does recognize some special circumstances in Kelloggsville.

II. FRINGE BENEFITS - INSURANCE:

A) Association's Proposal:

No changes except:

B. The Board agrees to furnish to all full-time teachers who elect such coverage the following insurance protection:

1. The Board shall provide the full cost of MESSA Super Med II protection for a full twelve month period for the employee's entire family.

C. New section:

5. Said employees shall have an amount equal to 50% of the SMI single subscriber rate provided by the Board for the purchase through payroll deduction their choice from the variable option package through MESSA and/or any MEFSAs options.

NOTE: At current rates, 50% of SMI single subscriber rate is \$26.05 per month (\$312.60)

B) Board's proposal:

INSURANCE SCHEDULE C

A. No change

B. The Board agrees to furnish to all full-time teachers who elect such coverage the following insurance protection:

1. The Board shall provide the full cost of MESSA Super Med 1 protection for a full twelve (12) month period for the employee's entire family.
2. Upon presentation of proof of deduction, the Board shall pay the employee the amount of deductible for SMI. (Currently \$50 per person and \$100 per family). These payments will be made in January, June, and September.
3. The Board shall make a once per year payment of \$15.00 to all employees for reimbursement of prescription drug costs. No children receipts will be necessary or required.
4. The Board will provide term life insurance protection in the amount of \$20,000.00, that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.
5. The Board shall provide, beginning January 1, 1980, Full Family Dental Care, S.E.T. Ultra Dent:
 - a) 50% Basic Services including free standing gold crowns after the satisfaction of a \$25.00 lifetime deductible per participant.

- b) 50% Major Services after the satisfaction of a \$25.00 annual deductible not to exceed two deductibles in any one family during any one calendar year.

Basic Services and Major Services shall have an annual combined maximum of \$1,000.00

6. Ortho Benefits are provided only for qualified dependent children to age nineteen. The plan will pay 50% of the orthodontists actual charges up to the plan maximum of \$1,500.00

7. Said employees shall have available through payroll deductions the variable option package available through M.E.S.S.A.

C. The Board will provide employees not wishing B above the following insurance protection:

1. Full Family dental care, S.E.T. Ultra Dent, 75% Basic Services including free standing gold crowns and progressive incentive program, 80% Major Services with combined annual maximum of \$1,000.00
2. Ortho Benefits are provided only for qualified dependent children to age nineteen. The plan will pay 50% of the orthodontists actual charges up to the plan maximum of \$1,500.00.
3. The Board shall provide \$35,000 worth of Group Term Life and Accidental Death and Disemberment Insurance.

D. Part-time teachers shall receive pro-rated insurance benefits, where permitted by the insurance carrier. Where not permitted the teacher shall receive equivalent dollars to purchase other available insurance options.

E. LTD The Board will provide to each full time employee a long term disability insurance program with the following conditions:

1. There will be a six (6) month waiting period.
2. The maximum benefit shall be $66\frac{2}{3}\%$ of your regular contractual salary subject to a maximum schedule amount of \$1,500.
3. The combined limit can be 70%.
4. There will be a pre-existing condition waiver.
5. There will be a social security freeze.
6. There will be a primary social security off set.
7. There will be no exclusion on Mental & Nervous. (Two Year Limitation).

DISCUSSION:

The Association wishes to gain more fringe benefit options for its teachers who do not elect to take the primary insurance program. The teachers not wishing Super Med coverage can now take only a more comprehensive dental plan, greater term life insurance, and some other minor options. The Association's proposal would add more kinds of insurance coverage, Tax Deferred annuities, auto insurance, etc. The teacher would receive \$26.00 a month toward this wide variety of new MESSA programs. This represents a cost of \$312.00 per year per employee involved. There are now 16 teachers in the option group. The annual cost for these new options would be about \$5,000.00. The Association asserts that some teachers may find the new options so attractive that they will leave their present primary coverage. If this occurs the District saves about \$1,200.00 per employee who changes. The employer proposes no change in the present optional insurance package.

The employer proposes that the present MESSA II policy be replaced by a MESSA I policy. The benefits are the same, but MESSA I has a provision for deductions. It also has a considerably lower premium. The employer has offered to pay the \$50.00 medical deduction, and they will make a single annual prescription payment of \$15.00. These changes can reduce the employer's medical insurance costs by at least \$5,200 and

possibly as much as \$10,000. The Association is able to increase take home pay for its members because the employer's proposal has no cap on its Super Med I payment where it does now have a cap in the present contract requiring approximately a \$20 monthly payroll deduction for Super Med II coverage. The Association didn't argue vigorously against the employer's proposal, but they expressed reservations about how it might function administratively.

The other districts in Kent County have a variety of insurance programs. Ten have Super Med I, and eleven have Super Med II. Many of the Super Med II plans have a cap on the employer's premium payment. Many of the nearby districts do provide a set dollar amount for their option insurance package. (For example: Wyoming at \$35, Lowell at \$59, Godwin at \$24, Comstock Park at \$25, Byron Center at \$48, etc.)

RECOMMENDATION:

The Board's proposal for Super Med I with paid deductions should be adopted. The Fact Finder believes that the Board will actually save as much as \$8,000 by this proposal because many employees will not require deductions to be paid. These savings may be magnified in future years.

The Association's proposal for the increased options at an annual cost of \$312 per employee should be adopted. The cost of less than \$5000 for this new benefit is more than offset by the employer's savings under the Super Med I plan. Secondly, the popularity of the Tax Deferred Annuity may attract two or three teachers over to the optional plan. Just these few changeovers can result in sufficient insurance premium savings to completely offset the cost of this new option.

RATIONALE:

The insurance program recommended above does not add cost to the employer but rather should result in some savings. The teachers lose no benefits whatsoever, and some teachers gain greater optional coverage.

III. CLASS SIZE - AIDES

1. Association's proposal:

PROPOSAL:

ARTICLE VII. TEACHING CONDITIONS

A. 8. Add new sentence:

In the event Title I Aides are assigned to a classroom, they shall not be counted as services for compensation of class size overload. The Board shall make either monetary reimbursement or provide non-Title I aide services.

2. Board's proposal:

ARTICLE VII

1. Board will exclude Title I aides if we can add one (1) student to elementary class size (i.e. 28 and 30)
2. In the alternative - status quo.

DISCUSSION:

A review of other area contracts shows that Title I Aides are not specifically mentioned in any other class size provision. Many agreements do allow the use of aides when class size overages exist. The Association explained that they felt deceived after the last negotiations when they learned that the Board had included Title I aides under the term "para-professionals." They said that these aides cost the employer nothing and their services are limited to just Title I children in the reading and math subject areas. This problem exists only in the elementary schools where eight Title I aides are now employed.

RECOMMENDATION:

The Fact Finder believes the status quo is best here. The Association did not demonstrate that the Title I aides did not assist a teacher with an over-sized class in much the same way that any aide assists a teacher. The fact that the Title I aide is paid by the Federal Government is not a relevant matter. The teachers have lived with the present situation

since 1979. There seems to be no strong rationale for a change now.

IV. CHANGES IN CERTIFICATION

A) Board's proposal:

Changes in certification after layoff shall not affect recall rights during the school year in which the layoff occurred. Changes in certification after layoff will be considered for the following year if, prior to June 1 of the school year in which the layoff occurred, the teacher notifies the district in writing that he/she is working to complete new certificate(s).

B) Association's proposal:

Changes in a laid-off teacher's certification after the beginning of the school year shall not permit the teacher to replace a lesser seniored teacher in the position of new certification during that school year. Laid off teachers working to complete new certification(s) will notify the district in writing by June 1 of the preceeding school year.

DISCUSSION:

The Board did indicate that it might also be willing to add one more year after layoff as part of the period in which a teacher may notify the employer that the teacher is working for a new certificate. There are several teachers still laid off and awaiting recall. Some of these laid off teachers have a 1973 seniority date. The enrollment may drop more in the near future, causing more layoffs.

RECOMMENDATION:

The Association's proposal is the most equitable and it would be the most practical in operation. The District should prepare a form for laid off teachers to complete that sets forth the area of certification to be sought, the school to be attended, and the number of hours that will be required. This information will allow proper planning by the Employer. The Fact Finder recommends the adoption of the Association's proposal.

V. LAYOFF AND RECALL

A) Employer's proposal

ARTICLE XIX - REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICT

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

C. Should changes in student population or other conditions make necessary a reduction in the number of teachers employed by the Board, the Board will retain as nearly as possible those teachers with, first, the longest continuous service in the district, and second, valid teaching certificates, provided such teacher is properly qualified, except in cases involving teacher utilization of paragraph F. 2 a. (1) Teachers shall be given sixty (60) days notice of layoff.

D. Seniority List - the district shall prepare and present to the Association annually by January 15 a current seniority list of bargaining unit members. Said list will provide name, seniority date, length of service, certification, and note any unpaid leave time of all bargaining unit members. Ties in seniority shall be broken by a drawing of lots, with all affected individuals, an Association representative, and administrator present.

1. Errors in the list, if any, must be identified, in writing, to the district within thirty (30) days of presentation to the Association. If no errors are presented, the list shall be deemed to be accurate.
2. Seniority in the district shall be based upon length of service to the school district. The seniority date shall be the date on which an original written contract offer is made. Length of service shall be computed from the seniority date minus any time spent on unpaid leave (except that time spent on sabbatical, military, maternity, or child care leave shall count toward years of service and shall not be deducted). Part time employment shall not interrupt years of service and shall not be pro-rated.

E. Changes in certification after layoff shall not affect recall rights during the school year in which the layoff occurred. Changes in certification after layoff will be considered for the following school year if, prior to June 1 of the school year in which the layoff occurred, the teacher notifies the district in writing that he/she is working to complete new certification(s).

F. The Board and the Association agree that should an increase in the staff become necessary, the following steps will be followed in recalling teachers.

1. Should change in the student population or other conditions make necessary an increase in the number of teachers employed by the Board, the Board will recall teachers on layoff in the order of most seniority, provided the teacher(s)

is certified and qualified for the position. No new teachers shall be employed by the Board while there are teachers of the District on layoff unless there are no laid off teachers who are certified and qualified to fill the vacancy.

2. In determining qualifications, the Board shall consider:

a. For positions at the secondary level, possessing at least eighteen (18) semester hours of academic preparation toward compliance with accreditation standards of North Central Association of Colleges and Schools in the subject to be taught.

(1.) If teacher is certified and qualified but not in compliance with North Central accreditation standards, as per Schedule E, the teacher shall be allowed a one (1) year period within which to acquire the necessary academic preparation to comply with North Central accreditation standards. Proof of expected compliance with the accreditation standards must be filed with the school district ninety (90) days prior to the end of the school year in which such extension is granted.

b. For positions at the seventh and eighth grade levels in social studies, language arts, math or science, possessing at least twelve (12) semester hours of academic preparation in the subject area to be taught or previous teaching experience of at least two (2) years in the Kelloggsville Public Schools in the subject area to be taught. For all other positions at the

seventh and eighth grade levels, specific certification in the subject to be taught.

- c. For positions at the elementary levels, possessing elementary certification, except for positions in special teaching areas such as music, art, and physical education for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid program. When a teacher from the elementary special teaching areas returns to a regular classroom teacher position, said teacher must possess at least six (6) semester hours in teaching of reading within the last five (5) years.

G. The parties agree that a teacher's eligibility for recall shall terminate:

1. When recalled for a full time teaching position and he/she does not make himself/herself available for assignment within ten (10) working days of receipt of the recall notice during the school year, or within twenty (20) calendar days of receipt of the recall notice during the summer, but prior to August 15.
2. If recall occurs for a position which is known to exist only for the balance of that school year, refusal of such shall not cause the teacher's name to be moved from the recall list. Said teacher will be expected to fill the vacated position for the next school year if the school district determines a position is available. In order to

be eligible for recall rights after twelve (12) months on continuous layoff, the employee must notify the Board, in writing, by May 1 of each school year that he/she desires to remain on the recall list for the coming school year. Such notice shall include the employee's current address and at least one phone number to be used in contacting the employee. In the event the employee does not notify the Board within thirty (30) calendar days of May 1, the employee shall be considered and processed as a termination of employment from the Board.

3. If recall of a teacher who was full time at the time of layoff is to a part-time position, refusal to accept the part-time position will not remove the teacher from the recall list.

H. The Board agrees to give any properly certified teacher who is laid off from district members of the Kent County Education Association (K.C.E.A.), and who applies; the opportunity to interview for a vacancy or new position if they are, in the sole opinion of the Board, qualified for the position. This article is not subject to Article XXI of this Agreement.

B) Association's proposal:

ARTICLE XIX LAYOFF NOTICE

J. Layoff notice - Association:

Teachers subject to layoff for the subsequent fall semester shall be notified in writing prior to May 1 of the current school year.

Teachers subject to layoff for the subsequent spring semester shall be notified in writing at least ninety calendar (90) days prior to the effective date of layoff.

Qualifications:

1. For positions at the secondary level (9-12) possessing at least (18) semester hours of academic preparation toward compliance with accreditation standards of North Central Association of Colleges and Schools*, in the subject to be taught.

*Standards as per 1979-1980 Brochure - See Appendix D

2. For positions at the seventh and eighth grade levels in social studies, language arts, math, or science, possessing at least twelve (12) semester hours of academic preparation in the subject area to be taught or previous teaching experience of at least two (2) years in the Kelloggsville Public Schools in the subject area to be taught. For all other positions at the seventh and eighth grade levels, specific certification in the subject to be taught.

3. For positions at the elementary levels, possessing elementary certification except for positions in special teaching areas such as music, art, and physical education for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid program.

When a teacher from the elementary special teaching areas who has not taught in a regular

elementary classroom, said teacher must have completed at least three (3) semester hours in the teaching of reading within the last five (5) years.

4. Pertaining to paragraphs 1,2, and 3 above, if a teacher is certified but not qualified for a position, the teacher shall be allowed a one (1) year period within which to acquire the necessary academic preparation. Notice of intent to complete such academic preparation must be filed with the school district within sixty (60) days of the receipt of the notice of layoff. During said year, the teacher shall have the right to teach in the area of certification and intended qualification.

DISCUSSION OF LAYOFF NOTICES:

The union would allow mid-year layoffs but only with 90 days advanced notice. The employer's proposal would allow a layoff at any time with only sixty days notice. The employer has laid off teachers only in the spring for the fall term in the past. The area survey shows that four contracts expressly forbid mid-year layoffs, while eight contracts expressly allowed such layoffs. Six contracts do not deal with this topic. Sixty days prior notice is the most common contract provision in those contracts with a notice clause.

RECOMMENDATION FOR LAYOFF NOTICES:

The employer's proposal is most in accord with the area's practice. While the employer could have reason to use the sixty day prior notice of layoff during the school year because of a major reduction in state aid or the like, it is expected

that they will usually do as they have done in the past and give notice of layoff in the spring for the next school year.

DISCUSSION OF QUALIFICATIONS:

The parties agree on the qualifications for grades 7 and 8. The Board wishes to use the permissive language of "consider," while the Association seeks mandatory and binding terms such as "...shall be..." The Board proposal gives a one year grace period to secondary teachers (grades 9-12) who have 18 hours to get the additional hours required for North Central standards. The Association proposes that the grace period apply to all teachers who are state certified for a position so that they might meet the additional restrictions of the contract language. For grades 9-12, the Association proposes 18 hours in the subject area, while the Board proposes North Central standards (usually 24 hours). The District is very proud of its good past record in meeting North Central standards. The Association says that the minor variations it has suggested will not jeopardize the District's North Central accreditation.

RECOMMENDATIONS ON QUALIFICATIONS:

The Fact Finder agrees that whatever qualifications are settled on by the parties they ought to be couched in directory and binding language. The employer makes no real

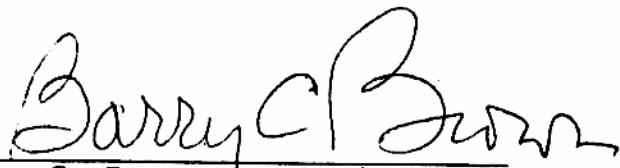
commitment when it is stated that they will "consider" certain factors. Such permissive language encourages exceptions and deviations and this promotes litigation. If the qualifications are correct they should be followed consistently. If the qualifications should be changed, that can be done in negotiations.

Regarding the reading requirement in the elementary classes, the Association requirement seems more realistic and yet it still serves the District's needs by requiring some special reading preparation.

Regarding the grades 9-12, the employer's proposal better insures that a teacher in a classroom is well acquainted with the subject matter by requiring 18 hours to be in the classroom and requiring additional preparation to reach the required North Central standards. The one year grace period seems appropriate and it is consistent with the time allowed in other districts to gain secondary qualification. However, the one year grace period should apply at all grade levels. This recommendation is consistent with the decisions of the Michigan Tenure Commission. The Fact Finder also believes these recommendations will insure a continuation of quality education in the Kelloggsville School District, while still providing teaching opportunities to teachers in their minor area of studies. Further, adequate time is allowed under this approach for a teacher to seek and gain qualification in his other areas of certification.

It is hoped by the Fact Finder that this report and the recommendations herein provide a basis for a prompt and equitable settlement of the matters in dispute and that a new agreement is soon reached.

DATED: October 14, 1981


Barry C. Brown, Fact Finder