

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of

READING COMMUNITY SCHOOLS

Case No. L78 F 504-R

and

READING EDUCATION ASSOCIATION

Ina Polley 2-16-79

HEARINGS OFFICER FACT FINDING REPORT AND RECOMMENDATIONS

APPEARANCES

School District

James B. Parker, Attorney for the Board
Robert Vandenberg, Superintendent of Schools
Paul Bryan, President of the Board
Clayton Leaders, Vice President of the Board
Leland Wigent, Secretary of the Board
Dr. J.M. Croker, Treasure of the Board

Association

Pat Houseman, UniServ Director, Reading Education Association
Robert Marshall, Staff Member, Michigan Education Association
Roy Myers, Member, REA
Dave Schwabero, Member, REA
Joyce A. Carpenter, Member, REA
Bonnie VanAken, Member, REA
Dave Dauster, Member, REA

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INTRODUCTION

This is a Fact Finding Report under the provisions of Section 25 of Act 176 of the Public Acts of 1939, as amended, which reads in part as follows:

"When in the course of mediation under section 7 of Act No. 336 of the Public Acts of 1947, as amended, being section 423.207 of the Michigan Compiled Laws, it becomes apparent to the commission that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the commission may make written findings with respect to the matters in disagreement. The findings shall not be binding upon the parties but shall be made public".

In accordance with the Rules and Regulations of the Employment Relations Commission, the undersigned Hearings Officer was designated to conduct a hearing and to issue a report in accordance with Rule 35 of the Commission's General Rules and Regulations. This Rule states that the Hearings Officer shall issue a report and recommendations with respect to the issues in dispute.

The hearing was held in the Elementary School Building in Reading on January 22, 1979. The Reading Community School shall hereafter be referred to as the Board and the Reading Education Association as the Association.

THE ISSUES

The Application for Fact Finding identified the following issues as the issues in dispute, and the Board's Answer to the Application agreed that these basically are the items:

1. Salary
2. Dental Insurance
3. Reduction in Staff Procedure
4. Number of Cumulative Sick Leave Days
5. Payment for Unused Leave Days
6. Grievance Procedure
7. Evaluation Procedure

BACKGROUND

The Reading Community Schools, a district of 80 square miles in Hillsdale County, has a membership of 1136. In the five-year period 1973-1977 the enrollments were 1138, 1129, 1160, and 1158, respectively. The Board and Association have had a collective bargaining relationship for many years. At the hearing on January 22, 1979 the Board and the Association presented their exhibits, facts and views in an orderly, constructive, and highly professional manner.

DISCUSSION OF ISSUES AND THE RECOMMENDATIONS OF THE HEARINGS OFFICER

1. SALARY

In Table I the following data are shown: (1) the salary schedule in the 1977-78 contract, (2) the Board's proposal for 1978-79, and (3) the Association's proposal for 1978-79. Parenthetically, it may be noted that the Association's proposal is a proposal offered on August 28, 1978, whereas the Board's proposal is a proposal offered on December 13, 1978. The Association submitted another proposal on December 7, 1978, but said it would be withdrawn unless a full agreement could be reached. In the course of the hearing before the Fact Finder the parties concentrated most of their exhibits and attention on the Board's proposal

of December 13 and the Association's proposal of August 28. For this reason the salary proposals shown in Table I are the Board's proposal of December 13 and the Association's proposal of August 28.

Table I - Teachers Salary Data

<u>1977-78 Contract</u>	<u>Board's Proposal for 1978-79</u>	<u>Association's Proposal for 1978-79</u>
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A. Teachers with B.A. Degrees

<u>Step.</u>	10,260	10,260
1 9,725	10,740	10,800
2 10,195	11,220	11,340
3 10,665	11,700	11,880
4 11,135	12,180	12,420
5 11,605	12,660	12,960
6 12,075	13,150	13,500
7 12,545	13,640	14,040
8 13,015	14,170	14,580
9 13,485	14,620	15,120
10 13,955	15,750	16,000
11 14,675		

B. Teachers with M.A. Degrees

<u>Step.</u>	10,800	10,675
1 10,125	11,300	11,235
2 10,625	11,800	11,795
3 11,125	12,300	12,355
4 11,625	12,800	12,915
5 12,125	13,300	13,475
6 12,625	13,825	14,035
7 13,125	14,350	14,595
8 13,625	14,875	15,155
9 14,125	15,400	15,715
10 14,625	15,925	16,275
11 15,125	16,925	17,200
12 15,740		

Table II - Increases Over 1977-78 Schedule and Increases With Increments Included: Proposals by the Board and by the Association and Comparison Data from Selected Districts in Hillsdale and Branch Counties.

A. <u>Increases Over 1977-78 Schedule</u>		B. <u>Increases With Increments Included</u>
Proposals by the Parties:		
Board Proposal	5.5%	9.64%
Association Proposal	7.0%	11.4 %
<u>Increases Negotiated in 1978-79 Contracts</u>		
Hillsdale County:		
Hillsdale	8.0%	13.3 %
Litchfield	8.0%	11.65%
North Adams	7.8%	11.45%
Pittsford	7.2%	11.03%
Waldron	7.4%	11.0 %
Branch County:		
Quincy	8.0%	11.5%

What is the total cost of the salary proposal of the Board, and of salary proposal of the Association? The Association (in its Exhibit #5) places the cost of the Board proposal at \$782,560, using the figure of 57 teachers. The Association in its Exhibit #4 calculates the cost of its proposal at \$783,590, using 56 as the number of teachers actually employed at the time of the hearing. However, the Board's Exhibit #5 supports its view that the staffing pattern contemplates 57 teachers. The Board has been seeking for months to fill a vacant position in the Vocational Agribusiness area. If this position were to be filled, the Association's salary proposal would call for a commitment of \$794,930 (\$783,590 plus \$11,340). To be sure, an expenditure of this magnitude would not be made in this fiscal year, because the position has been vacant for so many months.

RECOMMENDATION

The Fact Finder earnestly recommends that the salary proposal of the Association as shown in Table I be adopted by the parties. It is recommended, further, that the increases be made retroactive to the beginning of the current school year. This recommendation is supported by the established facts shown in Table II. The recommended increases are comparable to those negotiated in several districts in Hillsdale County, as well as in the Quincy district in Branch County.

These recommended increases would produce these results: First, the teachers in Reading at the B.A. minimum would rank number three in Hillsdale County. In 1977-78 they ranked second. The Board and the Association proposals call for the same rate for teachers at the B.A. minimum. Second, the teachers at the B.A. maximum would also rank number three in Hillsdale County. That is the same position they had in 1977-78. Third, teachers at the M.A. minimum would rank fifth in Hillsdale County, whereas they ranked fourth in 1977-78. And, finally, teachers at the M.A. maximum would rank fourth in Hillsdale, the same position they held in 1977-78.

For several years the Reading Community School District has experienced a marked decline in its salary rank among the 525 school districts that provide a Kindergarten through 12 school program. For example, in 1973-74 its rank was 329, but in 1976-77 it had fallen to 453.

The recommended increases should enable the Board to retain competent and highly motivated teachers who will be better able to cope with the corrosive effects of inflation.

2. DENTAL INSURANCE

The Association is requesting that Dental Insurance be provided for all teachers. The Board's position is that it will provide Dental Insurance as an option for those teachers who do not have an interest in the Health Insurance that has been provided in the contract. If all teachers were to be covered by the Association's proposal, the additional cost has been calculated at \$14,987.

RECOMMENDATION

The Fact Finder recommends that the Association accede to the position of the Board. In the evaluation of the salary proposals the analysis concentrated heavily on the salaries negotiated in Hillsdale County and in the Quincy district in Branch County. The record shows that Quincy, North Adams, Pittsford, and Waldron do not provide Dental Insurance. The districts of Hillsdale and Litchfield offer Dental Insurance only to those teachers who do not take the Health Insurance. This is comparable to the 1977-78 contract and to the Board's proposal.

3. REDUCTION IN STAFF PROCEDURE

The Board and Association have worked long and hard together in producing a draft of an Article on Reduction in Personnel, but two differences remain. The Board's position reads as follows:

"A. In the event of a general cutback or reduction of

teachers through layoff from employment, the following procedure, based upon program needs, will be utilized:

"1. If reduction is necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are qualified teachers to replace and perform all of the duties of the laid off teachers.

"2. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off according to the following factors herein-after stated in the following order of priority: certification, qualifications, teaching experience in the position, and length of service with the district. If all of these factors are equal, evaluation of teaching performance may be considered."

The Association proposes two changes. In lines five and six of A2, the Association wishes to substitute for the phrase "teaching experience in the position", the phrase "teaching experience at that level or subject matter area". Secondly, it wishes to delete the last sentence in A2, because another article of the contract specifically excludes from Arbitration "any matter involving teacher evaluation".

RECOMMENDATION

The Fact Finder believes that the phrase "teaching experience in the position" is language that can and should be made more precise. Accordingly, it is recommended that this phrase be replaced with this language: "teaching experience at that level or in that subject matter".

With reference to the proposal that the final sentence in A2 be deleted, the Fact Finder believes the parties should continue to address this issue in further negotiations. The Fact Finder urgently recommends that the Board and Association build on the excellent basis that they have developed thus far in the draft of Article XVIII on Reduction in Personnel.

See issue number 6 below.

4. NUMBER OF CUMULATIVE SICK LEAVE DAYS

The contract under which the parties have been living provides for 10 sick days per year and for a maximum accumulation of 93 days.

The Association proposes a maximum accumulation of 108 days, and the Board proposes 98 days.

RECOMMENDATION

The Fact Finder recommends that the Board accede to the proposal of the Association for 108 days. The Association's Exhibit #42 provides information on the practice of the following districts in Hillsdale and Branch Counties:

<u>District</u>		
Camden-Frontier	120	days
Hillsdale	175	days
Jonesville	130	days
Litchfield	120	days
North Adams	110	days
Pittsford	100	days
Waldron	Unlimited	
Coldwater	Unlimited	
Bronson Community	102	days
Quincy	110	days

5. PAYMENT FOR UNUSED LEAVE DAYS

The contract under which the parties have been operating provides that a retiring teacher will receive \$15.00 "for each cumulative sick leave day over fifty (50) days up to a maximum of forty (40) days".

The Association proposes that teachers who leave the system are to be reimbursed for one-half of their accumulated leave days at the rate of \$15.00 per day. On the other hand, the Board proposes to add a subsection to the existing contract that authorizes a teacher who leaves its district after 12 years of teaching for any reason except retirement or discharge under the Tenure Act to receive \$7.50 for each unused sick leave day over 50 days up to a maximum of 40 days.

RECOMMENDATION

The Fact Finder recommends that the Association accede to the proposal of the Board. Although a variety of practices appear to exist in Hillsdale and Branch Counties on the payment for unused sick leave, most of these practices are not more advantageous for the teacher than the proposal of the Board. For example, Hillsdale, Jonesville, Litchfield, Quincy, and Bronson Community have no provision for paying for unused accumulated leave days. The provision in the Pittsford contract appears to limit the payment of a maximum amount of \$375 to those teachers who retire.

6. GRIEVANCE PROCEDURE

As noted above in the discussion of the issue relating to "Reducing in Staff", the contract (Article XVI, Section 7C5) which the parties have been living exclude from Arbitration "any matter involving teacher evaluation".

The Association proposes to amend that Article so that it would read as follows: "Any matter involving teacher evaluation provided that the provisions of Article XIV (Teacher Evaluation) have been compiled with".

The Board proposes no change in the language in the 1977-78 contract on Grievance Procedures and Arbitration.

RECOMMENDATION

When evidence was offered on this issue at the hearing on January 22, the record shows it was stated that no other contract in the area excludes evaluation from the arbitration process. Later it was stated more specifically that all other districts in the two counties (Hillsdale and Branch) provide for the arbitration of evaluations.

On the basis of this record, the Fact Finder recommends that the Board accede to the proposal of the Association to amend Article XVI, Section 7C5 of the prior contract so that it will read as follows: "Any matter involving teacher evaluation provided that the provisions of Article XIV (Teacher Evaluation) have been compiled with".

7. EVALUATION PROCEDURE

The Association proposes to add the following two items to Article XIV of the 1977-78 contract:

"k. A written copy of the evaluation shall be given to the teacher within 5 days of the classroom observation and a conference shall take place within 10 days to review the evaluation.

"l. Evaluations not conducted according to the procedure established in this Article may not be used in any disciplinary action against the teacher."

Some example of the language in sections A through J of this Article will show its spirit. Section B, for example, notes that evaluations "shall be used constructively and cooperatively". Section G provides for a review of the evaluation, and Section J states that a teacher may request that another member of the Reading Education Association be present at an evaluation conference.

The Board proposes that Article XIV of the old contract be adopted in its entirety as Article XIV of a new agreement.

RECOMMENDATION

The Fact Finder recommends that the Board accede to the proposal of the Association to add paragraph k to Article XIV. The proposed addition of Section

k appears to be fully consistent with the preceding sections of Article XIV. Further, it is the judgment of the Fact Finder that this additional section adds to the employer-employee code of justice that appears to characterize the existing language of Article XIV.

It is not clear that there is a need for paragraph L. Article XV of the earlier contract in paragraph G states clearly that "no teacher shall be disciplined without just cause". This language appears sufficient.

SUMMARY OF RECOMMENDATIONS

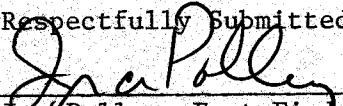
To summarize, it is recommended that the Board and Association

1. Accept the Association's salary proposal as shown in Table I, with the increases retroactive to the beginning of the school year.
2. Accept the Board's position on the issue of Dental Insurance.
3. Substitute the phrase "teaching experience as that level or in that subject matter" for the phrase "teaching experience in the position" in Article XVIII, A-2 (Reduction in Personnel) and by further negotiations decide how to resolve the language that reads: "If all of these factors are equal, evaluation of teaching performance may be considered".
4. Agree to a maximum accumulation of 108 sick leave days.
5. Agree to the proposal of the Board on the payment for unused leave days.
6. Agree to amend the Arbitration article (Article XVI, Section 7C5) so that it will read as follows: "Any matter involving teacher evaluation provided that the provisions of Article XIV (Teacher Evaluation) have been complied with".
7. Agree to add to Article XIV of 1977-78 contract Section k which reads as follows: "A written copy of the evaluation shall be given to the teacher within five days of the classroom observation and a conference shall take place within ten days to review the evaluation".

CONCLUSION

The Fact Finder urgently recommends the Board and the Association to accept the recommendations that have been made so that the school management and the teachers can continue with their all important mission of providing a high quality education to the young citizens in the Reading School District.

Respectfully Submitted,


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Dated 2-16-79