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STATE OF MICHIGAN
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STATE OF MICHIGAN
BEFORE THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION

IN RE: Roseville Community Schools Case#: D 95-0686

FACTFINDERS REPORT

FF: ARTHUR A. BUSCH
9172 Neff Road
Clio, Michigan 48420

August 18, 1995

Roseville Community Schools

INTRODUCTION

The petitioner in this matter, the Roseville Federation of Teachers, requested factfinding on June 15, 1995. The factfinder was appointed by the Michigan Employment Relations Commission on July 21, 1995. A hearing was held on August 16, 1995 at the Roseville Community Schools Administrative Offices in Roseville, Michigan. The parties request the factfinder to make recommendations as to the elementary school calendar.

The parties were ably represented by Mr. Frank Mancina, Deputy Superintendent, for the Roseville Community Schools and Mr. John Olekszyk, President, Roseville Federation of Teachers. It was nice to see the professionalism demonstrated by the representatives of the employer and the union. It is quite apparent to this factfinder that the parties have a mature bargaining relationship. The parties showed respect and civility toward each other which was refreshing. Unfortunately, the parties were unable to resolve the matter at issue.

The factfinder encouraged the parties to continue to negotiate after the employer suggested a possible change in its position at the commencement of the hearing. Both sides caucused and after sometime were not able to reach an agreement as to the issue at hand.

The Roseville Federation of Teachers and the Roseville Community Schools are currently operating under the terms of a contract which went into effect in the school year beginning in 1993 and which expires at the end of the school year in 1996. The Michigan State Legislature enacted legislation which mandated that elementary and secondary students must receive a minimum of 990 hours of instructional time per year beginning with the 1995-96 school year. The Roseville Community Schools complies with the 990 hours for its secondary student program as the current contract provides for approximately 1034 hours of instructional time. However, the current contract provides for only 903 hours of instructional time for elementary students leaving the school district 87 hours short of the state mandate.

The labor agreement (Exhibit A) contains the following language:

"Should the school calendar fail to meet the requirements for state aid in full, the Board and the Union shall revise the calendar."

(Article VIII, Section 6, pg. 43)

The factfinder was advised by the parties that four negotiation sessions were held and that mediation was held on June 6, 1995 but was unsuccessful.

ISSUE

How to amend the current elementary school calendar to comply with the new state mandate of 990 hours of instruction time.

FINDING OF FACTS

The 1994-95 elementary school calendar is as follows:

	<u>TIME</u>
Teacher Duty Begins	9:00 a.m.
Instruction Begins	9:05 a.m.
Dismiss For Lunch	11:05 a.m.
Teacher's Duty Begins	12:35 p.m.
Instruction Begins	12:40 p.m.
Dismiss Students	3:20 p.m.
Teacher's Duty Ends	3:30 p.m.
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Total Instruction	5:20

The school district must add 87 hours to its instructional sessions with the elementary students to comply with the state law. Neither party to this dispute wanted to add additional days to the school calendar. Although the addition of days to the school calendar would be the easiest and least disruptive to the way that classes are assigned, preparation periods are granted and school lunches presently are conducted.

The Employer has made several proposals which this factfinder viewed as alternatives for the Union to consider. These proposals were rejected by the union. The union has also put forth a proposal which the Employer has rejected. (See Exhibit F).

The union has requested that any settlement of this issue include:

1. An increase in prep time available to elementary teachers;
2. Some adjustment in dismissal time;
3. An amount of unassigned time during the year, not free time-but free from the Principal's direction;
4. No change in the .55 minute elementary school lunch time;

The Employer submitted its first proposal (Exhibit B) which essentially met the parameters of the Union's request. The Employer also made a second proposal (Exhibit C) which, rather than making the school day longer it maintains the current "clock hours" and shortens the lunch period. The Union strongly opposes any change in the lunch hour. At the conclusion of the hearing the Union addressed correspondence to the factfinder (Exhibit D) which objects to the presentation and admission of the "reduced lunch hour" proposal during the factfinding hearing.

The factfinder accepted the proposal by the Employer for the purpose of defining the dispute and having more information as to the formulation of possible recommendations that may be alternatives to what the parties has offered up to that point.

The union's objection would be more properly made if this were a "last best offer" contract arbitration. This factfinder feels that each party should be liberally permitted to provide information to the factfinder. I find the Employer's "shorter lunch proposal" to be relevant and useful in helping the factfinder to better understand the Employer's position and problems.

Essentially this dispute involves three matters:

1. Whether or not to add additional teaching staff;
2. Whether or not to enhance the auxiliary instructional time (eg. music, art, physical education);
3. Whether or not there should be additional preparation time for the teachers as "compensation" for the additional work load of 87 hours instructional time per year.

As to each of the above issues the factfinder finds that the Employer has made at least one proposal that addresses each of these questions in the affirmative. The union also agrees in the affirmative with the employer as to items 1, 2 and 3 above. The reduced lunch hour proposal made by the Employer, in fact requires an additional staff person to teach physical education or some other of the auxiliary services subject matter.

Both the Union's proposal and the Employer's "reduced lunch hour" proposal affects the auxillary services instructional workload so as to be increased it 20% after the addition of another teacher. The Employer's reduced lunch hour proposal adds additional preparation time. In fact, both of the Employer's proposals extend preparation time for teachers.

The only comparative data provided to the factfinder was prepared and presented by the Union (See Exhibit E). This exhibit surveyed Macomb County school districts as to the teacher preparation time permitted. The Employer disputes the comparative data in part as it maintains that some of this preparation time occurs before school begins and is not relevant for comparative purposes. No comparative data was submitted by the Employer to counter the Union's factual information.

The factfinder as a result, has no other data to base any other conclusion except that the Roseville Community School District is greatly out of line with other comparable districts inasfar as allowing elementary teachers time to prepare lessons for students. The factfinder strongly recommends strongly that the parties mutually agree to bring the district in line with area school districts as to providing adequate preparation time for teachers. Any resolution of this dispute should include an increase in preparation time for teachers.

It also should be noted that the Employer made it clear at the hearing that it is not asserting its inability to pay as an issue for the factfinder to consider

RECOMMENDATION

This issue is one that the parents of students of this district should be very pleased to see resolved. There is no way, accepting either party's proposal, that students will get less. Both parties have responsibly sought to address the educational needs of the district's students through their proposals. They are to be complimented for their sincerity and dedication to doing what's best for the students.

The factfinder notes that these elementary teachers are also part of a bargaining unit with the secondary teachers. It was of some note although not raised in argument by either side, that secondary teachers, according to the labor agreement (See Exhibit A) at page 63, have a one-half hour lunch which is duty free.

Frankly, it is hard for this factfinder to see why the Employer's "reduced lunch hour proposal" is objectionable. The proposal adds thirty-five (35) minutes of preparation time and an additional teacher to cushion the extra work load and maintains the current "clock hours". It is the recommendation of the factfinder that the labor contract incorporate the Employers so called "reduced lunch hour" proposal to accommodate the change in state law which increases mandatory instruction hours.

Lastly, the factfinder also recommends that the parties address the future mandates of the state as to further increases in instructional hours. The next two (2) years will bring yet more changes.

Respectfully Submitted,

A handwritten signature in cursive script, reading "Arthur A. Busch", written over a horizontal line.

ARTHUR A. BUSCH

DATED: August 18, 1995