

1718

FF 3/30/77

Michigan State University
LABOR AND INDUSTRY
RELATIONS LIBRARY

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

VANDERCOOK LAKE PUBLIC SCHOOLS

-and-

JACKSON COUNTY EDUCATION ASSOCIATION

Ad M. Elkin

Case No.
L76 D358

FACT FINDER'S REPORT AND RECOMMENDATIONS

Appearances

For the Vandercook Lake Board of Education

Joe Mozier, Esq.
Burdette Andrews
Claude Spencer

Board Attorney
Superintendent
President, Board of Education

For the Jackson County Education Association

Kirk L. Curtis
Robert Marshall
Eric B. Hansen
Donald H. Smith

Exec. Director, JCEA
Exec. Director, JCEA
Staff, JCEA
Chief Negotiator

The Vandercook Lake Public Schools enrolls about 1,380 pupils and employs approximately 63 teachers. Having reached an impasse in negotiations for the 1976-77 collective bargaining agreement and following unsuccessful mediation, the Association petitioned the Michigan Employment Relation Commission for fact finding under Section 25 of Act 176 of the Public Acts of 1939, as amended.

Following appointment of the undersigned as fact finder, a hearing was held at Vandercook High School on January 25, 1977.

Vandercook Lake Public Schools

THE ISSUES IN DISPUTE

The parties have been unable to reach agreement on salary, medical and dental insurance, compensation and other provisions with respect to special assignments, and equalization of the daily work schedule for elementary and secondary teachers.

CRITERIA

In weighing the facts and the positions of the parties on the economic issues in dispute the fact finder has been guided by criteria that are commonly utilized in such impasses: (a) comparisons to similar school districts, (b) the Board's ability to pay, (c) the cost of living index, and (d) negotiations history.

Salary

For 1975-76, the Board offers a \$250 increase at each step of the salary schedule, with an extra \$200 added at the final step. The Association proposes a 12 percent increase at each step. Tables I and II analyze the positions of the parties in relation to the salary schedule for the previous year. It shows the total cost of the Board's offer to be \$784,620, as compared to \$856,537 for the Association's proposal; a difference of \$71,917.

The Association's major argument in support of its salary proposal is based on a comparison with the other school districts in Jackson County. Table III shows Vandercook Lake's relative position in 1975-76.

Table IV compares the Board offer and Association proposal for the current year with the settlements in other Jackson County districts. The Association draws particular attention to the percentage increase over last year in the other districts, which in most instances is considerably higher than the offer of the Vandercook Lake Board.

TABLE I

BOARD'S OFFER AND ASSOCIATION'S PROPOSAL FOR 1976-77

SALARIES, COMPARED WITH 1975-76

B.A.

Step	No. of Teachers	75-76 Salary	Cost of 1975-76 Salary	Board's offer 1976-77	Cost of Board's Offer	% Increase over 1975-76	Assoc. Proposal	Cost of Assoc. Proposal	% Increase over 1975-76
0	3-1/2	8,800	30,800	9,050	31,675	2.84	9,856	34,496	12
1	4	9,250	37,000	9,500	38,000	2.70	10,360	41,440	12
2	7	9,700	67,900	9,950	69,650	2.58	10,864	76,048	12
3	6	10,150	60,900	10,400	62,400	2.46	11,368	68,208	12
4	3	10,600	31,800	10,850	32,550	2.36	11,872	35,616	12
5	1	11,050	11,050	11,300	11,300	2.26	12,376	12,376	12
6	3-1/2	11,500	40,250	11,750	41,125	2.17	12,880	45,080	12
7	2	11,950	23,900	12,200	24,200	2.09	13,384	26,768	12
8	4	12,425	49,700	12,675	50,700	2.01	13,916	55,664	12
9	1	12,900	12,900	13,150	13,150	1.94	14,448	14,448	12
10	1-1/2	13,375	20,062.50	13,625	20,437.50	1.87	14,980	22,470	12
11	10-1/2	13,875	145,687.50	14,325	150,412.50	3.24	15,540	163,170	12
Total	47		531,950		545,600			595,784	

TABLE II

BOARD'S OFFER AND ASSOCIATION'S PROPOSAL FOR 1976-77

SALARIES, COMPARED WITH 1975-76

M.A.

Step	No. of Teachers	75-76 Salary	Cost of 1975-76 Salary	Board's Offer 1976-77	Cost of Board's Offer	% Increase over 1975-76	Assoc. Proposal	Cost of Assoc. Proposal	% Increase over 1975-76
0	0	9,400		9,650		2.66	10,528		12
1	0	9,920		10,170		2.52	11,110		12
2	0	10,440		10,690		2.39	11,692		12
3	1	10,960	10,960	11,210	11,210	2.28	12,275	12,275	12
4	0	11,480		11,730		2.18	12,857		12
5	0	12,000		12,250		2.08	13,440		12
6	1/2	12,520	6,260	12,770	6,385	2.00	14,022	7,011	12
7	1/2	13,040	6,520	13,290	6,645	1.92	14,605	7,302	12
8	1	13,560	13,560	13,810	13,810	1.84	15,187	15,187	12
9	0	14,080		14,330		1.78	15,770		12
10	2	14,600	29,200	14,850	29,700	1.71	16,352	32,704	12
11	11	15,120	166,320	15,570	171,270	2.98	16,934	186,274	12
Total	16		232,820		239,020			260,753	

TABLE III

JACKSON COUNTY DISTRICTS RANKED BY B.A. AND M.A. MINIMUMS
AND MAXIMUMS FOR 1975-76*

District	B.A. Minimum	Rank	B.A. Maximum	Rank	M.A. Minimum	Rank	M.A. Maximum	Rank
Intermediate	9,500	1	15,490	3	10,200	2	17,020	3
Jackson	9,500	1	15,875	1	10,194	3	17,794	1
Michigan Center	9,377	3	15,560	2	10,315	1	17,062	2
Northwest	9,315	4	14,871	5	9,840	4	15,920	5
Hanover-Horton	9,283	5			9,633	8	16,498	4
East Jackson	9,126	6	13,929	10	9,772	5	15,141	10
Grass Lake	9,126	6	14,310	8	9,720	6	15,228	8
Concord	9,081	8	14,144	9	9,502	10	15,190	9
Columbia	9,009	9	14,348	7	9,521	9	15,447	7
Vandercook Lake	8,800	10	13,875	11	9,400	11	15,120	11
Springport	8,793	11	13,332	13	9,344	12	14,247	13
Western	8,689	12	14,561	6	9,639	7	15,643	6
Napoleon	8,550	13	13,680	12	9,050	13	14,950	12

* From data compiled by Jackson County Intermediate School District

TABLE IV

BOARD OFFER AND ASSOCIATION PROPOSALS COMPARED WITH

JACKSON COUNTY DISTRICTS FOR 1976-77

District	B.A. Minimum	Rank	% Incr.	B.A. Maximum	Rank	% Incr.	M.A. Minimum	Rank	% Incr.	M.A. Maximum	Rank	% Incr.
Intermediate	10,212	1	7.5	16,662	2	7.5	10,965	2	7.5	18,296	2	7.5
Jackson	10,210	2	7.5	17,061	1	7.5	10,955	3	7.5	19,123	1	7.5
Michigan Center	10,000	3	6.7	16,587	3	6.7	10,997	1	6.7	18,159	3	6.7
Northwest	9,940	4	6.75	15,870	5	6.75	10,500	4	6.75	16,990	5	6.75
Grass Lake	9,765	5	7.0	15,455	7	8.0	10,400	5	7.0	16,410	8	7.8
East Jackson	9,743	6	6.2	14,970	10	6.2	10,377	6	6.2	16,276	9	7.5
Concord	9,716	7	7.0	15,088	9	6.7	10,166	9	7.0	16,209	10	6.7
Columbia	9,685	8	7.5	15,424	8	7.5	10,234	8	7.5	16,605	7	7.5
Hanover-Horton	9,683	9	4.3	16,385	4	7.5	10,033	10	4.2	17,735	4	7.5
Western	9,600	10	11.4	15,559	6	7.0	10,314	7	7.0	16,738	6	7.0
Springport	9,409	11	7.0	14,265	12	7.0	9,998	11	7.0	15,244	12	7.0
Napoleon	9,148	12	7.0	14,609	11	7.0	9,683	12	7.0	15,968	11	7.0
Board Offer	9,050	-	2.8	14,325	-	3.2	9,650	-	2.7	15,570	-	3.0
Assoc. Proposal	9,856	-	12.0	15,540	-	12.0	10,528	-	12.0	16,934	-	12.0

With respect to comparisons to other school districts, the Board argues it is inappropriate to use only other Jackson County districts. It urges instead the use of districts throughout the state of a size comparable to Vandercook Lake. It offers evidence to show that teacher salaries vary almost directly with the size of the school district, degrees held, and, within certain limits, the number of years taught (Board Exhibit: Table 1). It adduces statistics showing that Jackson County settlements are 7.3 percent higher than in districts of comparable size in the rest of the state (Board Exhibit: Table 2). The Board maintains that its salary offer is in line with salaries for school districts of comparable size throughout the state. It insists there is no justifiable reason for teacher salaries to be higher in small Jackson County school districts than in small districts throughout the state.

Moreover, the Board believes that pupil-teacher ratio must be considered in comparing school districts. It points out that in order to offer a varied curriculum Vandercook Lake has many small classes and a ratio of 45.6 teachers per 1,000 pupils: the highest ratio in Jackson County (Board Exhibit 9).¹

Furthermore, the Board notes that many of the smaller districts in Jackson County have reduced their teaching staff this year while Vandercook Lake has not (Board Exhibit: Table 8). Thus, the Board contends that considering its higher pupil-teacher ratio its salary offer compares favorably with the average in Jackson County (Board Exhibit: Table 12).

¹ This is disputed by the Association. In a post-hearing supplementary exhibit, using information from its own membership rolls, the JCEA calculates Vandercook Lake's pupil-teacher ratio as about average for Jackson County.

With respect to the Board's ability to pay, the contentions of the parties centered on the Board's fund equity which at the beginning of the current school year was \$252,455. The Association regards the fund equity as a source for substantial pay increases. It states that for the current school year the fund equity is 18 percent of operating expenses, which is the highest percentage in Jackson County. Fund equity amounts for recent years are shown below (Assoc. Exhibit 48):

TABLE V

HISTORY OF FUND EQUITY POSITION IN VLPS

1970-71	\$ 57,724
1971-72	116,095
1972-73	195,976
1973-74	276,871
1974-75	241,152
1975-76	252,455

In opposition to the Association's position, the Board insists that the legitimate purpose of the equity fund is not to meet continuing expenses such as salaries, but rather for one-time unanticipated expenditures.

With respect to general fund revenues, the Association offers data to show an almost steady growth in Board income (Assoc. Exhibit 46):

TABLE VI

FIVE YEAR HISTORY OF GROWTH OF GENERAL FUND REVENUE
IN VANDERCOOK LAKE SCHOOLS, INCLUDING 1976-77 PROJECTION

Year	Line 090 (Form B)	% Increase over previous year
1971-72	\$1,165,941	
1972-73	1,302,910	11.7
1973-74	1,455,120	11.7
1974-75	1,481,412	1.8
1975-76	1,710,842	15.5
1976-77	1,882,440 (from Form DS-4511)	10.0
Average		10.14%

Although neither party entered cost of living data into evidence, this is a commonly utilized criterion in arriving at an equitable salary adjustment. The fact finder notes that for the year prior to the beginning of the 1976-77 school year, from August 1975 to August 1976, the Consumer Price Index for all cities rose from 162.8 to 171.9, an increase of 5.6 percent.

Fact Finders Recommendation on Salary

After careful consideration of all the evidence and the arguments presented by both parties in the light of the relevant criteria, the fact finder recommends for 1976-77 a 7 percent salary increase over the preceding year at each step of the salary schedule, not including increments. It is recommended that the increase be made retroactive to the beginning of the current school year.

Furthermore, the fact finder urges that a two-year agreement be concluded at this time. Otherwise, negotiations for next year would have

to begin immediately following the settlement of the 1976-77 contract.

For 1977-78, the fact finder recommends a 6 percent increase at each step of the salary schedule.

Tables VII and VIII set forth in detail the fact finder's recommendations. It shows the dollar amount and percentage increase, including increments, at each step of the salary schedule for each of the two years of the agreement for teachers presently employed.

For the first year, on the B.A. scale, salary increases, including increments, would range from \$1098 to \$1471 except for teachers at the top step, who would receive an increase of \$971. On the M.A. scale, the range would be \$1214 to \$1578 except for teachers at the top step, whose increase would be \$1058.

For the second year, 1977-78, on the B.A. scale, salary increases including increments, would range from \$1076 to \$1426. For teachers at the top step the increase would be \$891. On the M.A. scale, the range would be from \$1193 to \$1527. For teachers on the top step, the increase would be \$971.

In arriving at the salary recommendations the fact finder gave considerable weight to the comparable increases for 1976-77 already granted to teachers in other Jackson County districts. The recommended increases for the first year will maintain Vandercook Lake's approximate ranking in the county (see Tables III and IV of this report).

The fact finder also carefully considered the Board's contention that comparisons with other school districts of the same size throughout the state is more appropriate than limiting the comparison to Jackson County. While there is merit in the Board's position, it cannot overcome the fact that there is a widespread practice of confining comparisons to nearby areas in teacher salary disputes as well as others.

TABLE VII

FACT FINDER'S RECOMMENDATION FOR 1976-77;

DOLLAR AMOUNT AND PERCENTAGE INCREASE, INCLUDING INCREMENTS

Step	B.A.				M.A.			
	1975-76 Salary	F.F. Recommendation for 1976-77	\$ Increase, Including Increment	% Increase, Including Increment	1975-76 Salary	F.F. Recommendation for 1976-77	\$ Increase, Including Increment	% Increase, Including Increment
0	8,800	9,416			9,400	10,058		
1	9,250	9,898	1,098	12.5	9,920	10,614	1,214	12.9
2	9,700	10,379	1,129	12.2	10,440	11,171	1,251	12.6
3	10,150	10,860	1,160	12.0	10,960	11,727	1,287	12.3
4	10,600	11,342	1,192	11.7	11,480	12,284	1,324	12.1
5	11,050	11,824	1,224	11.6	12,000	12,840	1,360	11.8
6	11,500	12,305	1,255	11.4	12,520	13,396	1,396	11.6
7	11,950	12,786	1,286	11.2	13,040	13,953	1,433	11.4
8	12,425	13,295	1,345	11.3	13,560	14,509	1,469	11.3
9	12,900	13,803	1,378	11.1	14,080	15,066	1,506	11.1
10	13,375	14,311	1,411	10.9	14,600	15,622	1,542	11.0
11	13,875	14,846	1,471	11.0	15,120	16,178	1,578	10.8
			971	7.0			1,058	7.0

TABLE VIII

FACT FINDER'S RECOMMENDATION FOR 1977-78;

DOLLAR AMOUNT AND PERCENTAGE INCREASE, INCLUDING INCREMENTS

Step	B.A.				M.A.			
	F.F. Recommendation for 1976-77	F.F. Recommendation for 1977-78	\$ Increase, Including Increment	% Increase, Including Increment	F.F. Recommendation for 1976-77	F.F. Recommendation for 1977-78	\$ Increase, Including Increment	% Increase, Including Increment
0	9,416	9,981	--	--	10,058	10,661	--	--
1	9,898	10,492	1,076	11.4	10,614	11,251	1,193	11.9
2	10,379	11,002	1,104	11.2	11,171	11,841	1,227	11.6
3	10,860	11,512	1,133	10.9	11,727	12,431	1,260	11.3
4	11,342	12,023	1,163	10.7	12,284	13,021	1,294	11.0
5	11,824	12,533	1,191	10.5	12,840	13,610	1,326	10.8
6	12,305	13,043	1,219	10.3	13,396	14,200	1,360	10.6
7	12,786	13,553	1,248	10.1	13,953	14,790	1,394	10.4
8	13,295	14,093	1,307	10.2	14,509	15,380	1,427	10.2
9	13,803	14,631	1,336	10.0	15,066	15,970	1,461	10.1
10	14,311	15,170	1,367	9.9	15,622	16,559	1,493	9.9
11	14,846	15,737	1,426	10.0	16,178	17,149	1,527	9.8
			891	6.0			971	6.0

The financial data entered into evidence indicates that Vandercook Lake is a well-managed school district. While the Board is beset by the same financial pressures and uncertainties as are most school boards, the fact finder is convinced that it can afford the recommended increases.

Medical and Dental Insurance

The last negotiated agreement provided the following medical and dental benefits:

The Board of Education will provide MESSA Super Med I insurance for each member of the bargaining unit effective September 1, 1975, whose spouse does not have hospitalization coverage at his or her place of employment.

The Board of Education will provide MESSA Delta Dental Plan A for all employees of the bargaining unit effective June 1, 1975 except those whose spouse has dental coverage under this or any other comparable dental program.

The Board proposes to change the carrier to Blue Cross-Blue Shield and to pay the following amounts for teachers whose spouse does not have hospitalization coverage at his or her place of employment:

Full family not to exceed \$70 per month.

Self and spouse or self and child not to exceed \$64 per month.

Self only not to exceed \$30 per month.

The Board proposes to pay toward MESSA Delta Dental Plan A \$15.23 per month, except for a teacher whose spouse has dental coverage under this or any other comparable dental program.

The Association's proposal would give teachers a choice of two plans, with the Board to pay the full premium:

Plan I: Super Med II and Delta Dental E-07

Plan II: Delta Dental E-07
\$30,000 Life Insurance
L.T.D.
Vision Care

Furthermore, the Association wishes to remove the provision in last year's agreement whereby the Board did not provide hospitalization coverage for a teacher whose spouse had such coverage at his or her place of employment, although it would agree to prohibit double coverage. It alleges that some teachers have had to accept inferior coverage through their spouse's employment. It favors giving the teacher a choice of whether he wishes to be insured under the Board's plan or under his spouse's employer's plan. Moreover, by offering the option of Plan II the Association believes teachers will be encouraged to carry their hospitalization insurance through their spouse's employers, thus creating a savings to the Board. Also, the Association wishes to retain MESSA in preference to Blue Cross because it believes MESSA offers superior coverage.

Fact Finder's Recommendation on Medical and Dental Insurance

To begin as soon as administratively feasible, and for the duration of the two-year agreement:

(a) Teachers can choose either MESSA Super Med I or Blue Cross-Blue Shield Plan A. The Board shall contribute the full cost of the Blue-Cross insurance or up to an equal amount for the MESSA Super Med I insurance.

(b) MESSA Delta Dental Plan A-05 for all teachers: the Board to pay the full cost.

(c) Teachers whose spouse is employed elsewhere can choose to carry medical or dental insurance with the Board or with his or her spouse's employer. However, double coverage is prohibited.

Special Assignments

With respect to supplementary reimbursement for special assignments, the 1975-76 agreement provides that certain percentages be applied to the beginning base salary for the B.A. degree (Appendix B). For both years of the new agreement the Board proposes that all percentages remain the same, except as follows:

<u>Women's Athletic Teams</u>		<u>Class Sponsors</u>	
Basketball	12%	Senior Class	Head \$100.00
Assistant Basketball	7%		Assistant 50.00
Volleyball	12%		
Track	9%	Junior Class	Head \$400.00
Softball	9%		Assistant 200.00
Gymnastics	7%		
<u>Club Sponsors</u>			
Future Homemakers			\$100.00
National Honor Society			75.00

For all clubs and other function supervision, the Association proposes an increase in the dollar amounts by the same percent as is applied to the salary schedule, except for the following:

Competitive sports in the elementary schools	\$200
Photography	250
Yearbook; as a class	500
Yearbook; as an after-school activity	1,000

For coaching salaries, the Association accepts the Board's percentage figures but would apply them to the first five steps of the salary schedule rather than to the base salary only, as in the 1974-76 agreement. Also, the Association asks for a save-harmless clause regarding Title IX adjustments.

With respect to filling extra-curricular positions the Board proposes to add the following statement to Appendix B:

The Board reserves unto itself without limit the right to add or remove any position in Schedule B. In filling any position the Board may make the appointment from outside the unit if no person from within the unit deemed qualified by the Administration wants the position and any salary paid such a person may vary from that designated in the agreement. The salary designated by the Board for any new position shall be applicable until a new or revised agreement is negotiated with the Association.

Fact Finder's Recommendations on Special Assignments

A. Coaching Salaries

Men's Athletic Teams - 1976-77 and 1977-78

The same percentages as 1975-76 will be used. However, for 1976-77 the percentages will be based on the B.A. schedule with up to two years experience credit in the sport in Vandercook Lake. For 1977-78, up to three years of experience credit will be applied.

Assistant coaches shall receive a minimum of 5 percent.

Women's Athletic Teams - 1976-77 and 1977-78

Basket	15%
Ass't. Basketball	9%
Volleyball	12.5
Track	9%
Softball	9%
Gymnastics	7.5
Golf	6%

These percentages will be based on the B.A. salary and experience credit in the same way as for men's athletic teams, above.

Assistant coaches shall receive a minimum of 5 percent.

As the recommended compensation for women's athletics equals the men's, a save-harmless clause regarding Title IX is not needed.

B. Supervisory

Department Heads	\$ 175
H.S. Cheerleader's Supervisor	400
Service Squad Supervisor	120
Safety Patrol Supervisor	240
Band Director - High School	1,200
Band Director - Jr. High and Elementary	360
Vocal Music Director - High School	360
Vocal Music Director - Elementary	120
Cheerleaders Supervisor - Jr. High and Freshmen	300
Athletic Director	2,400
Elementary Physical Education Supervisor	200
Director - Junior and Senior Class Play:	
for play	300
for musical	360
Director - Senior High Student Council	120
Director - Junior High Student Council	90
Driver Training Instructor	5.60 hr.
Homecoming Parade Coordinator	50
Yearbook - After school	600

C. High School Class Sponsors

Seniors	Head Advisor	\$225	Assistant	\$125
Juniors	" "	400	"	200
Sophomores	" "	75	"	75
Freshmen	" "	75	"	75
Eighth Grade	" "	40	"	40
Seventh Grade	" "	40	"	40

D. Club Sponsors

\$100 per club, except that present sponsors of Future Homemakers and Future Teachers shall continue to receive the same compensation as last year.

E. Filling Extra-Curricular Positions

The fact finder recommends the addition of the following provisions to Appendix B:

When no qualified teacher (as determined by the administration) applies for a coaching position as listed in Appendix B, the Board shall have the right to hire someone to fill the position from outside the bargaining unit at a salary amount not to exceed the amount listed in Appendix B.

If a teacher from within the bargaining unit applies for a coaching position and is rejected in favor of a person outside the unit, the reason for the rejection shall be provided in writing to the teacher, upon request.

The salary designated by the Board for any new position in Appendix B shall be equal in amount for a comparable position in Appendix B and shall be applicable until a new or revised agreement is negotiated with the Association.

Equalization of the Daily Work Schedule
for Elementary and Secondary Teachers

The present daily time schedule for the two levels is shown below:

Elementary Schedule:

Teachers report	8:00 a.m.
Students Report	8:30 a.m.
Classes begin	8:45 a.m.
Morning recess starts	10:15 a.m.
Morning recess ends	10:30 a.m.
Lunch period begins	11:30 a.m.
Lunch period ends	12:05 p.m.
Afternoon recess begins	1:45 p.m.
Afternoon recess ends	2:00 p.m.
Student classes end	3:20 p.m.
Teachers leave	3:35 p.m.

Secondary Schedule:

Teachers report	8:05 a.m.
Students report	8:10 a.m.
Classes start	8:20 a.m.
Lunch begins	11:15 a.m.
Lunch ends	11:40 a.m.
Classes begin	11:45 a.m.
Student day ends	2:50 p.m.
Teacher's day ends	3:05 p.m.

The Association divides the teachers' working day in the following manner:

Elementary

5 hrs. 45 min.	Pupil contact (includes 8:30-45 a.m., before classes begin)
30 min.	Recess
35 min.	Lunch
30 min.	Before school
15 min.	After school
<hr/>	
7 hrs. 35 min.	

Note: 80 - 110 minutes per week released time for P.E. and Music

Secondary

5 hrs. 20 min.	Pupil contact
55 min.	Conference time
25 min.	Lunch
5 min.	Before school
15 min.	After school
<hr/>	
7 hrs. 0 min.	

The Association asserts that the elementary teacher has more pupil contact time and a longer day than secondary teachers. To equalize the work load the Association seeks to shorten the elementary teachers' day.

The Board interprets the school schedules differently than does the Association and prefers to keep them unchanged.

For elementary teachers, the Board calculates the total daily pupil contact time as 5 hours and 9 minutes, which is 36 minutes less than the Association's estimate. This discrepancy results from not including the 15 minutes between 8:30 a.m. and 8:45 a.m., the 16 minutes for Physical Education and Music classes during which the elementary teacher is not teaching, and by adding 5 minutes to the 35 minute lunch period, as calculated by the Association.

For secondary teachers, the Board calculates the total daily pupil contact time as 5 hours and 10 minutes, or 10 minutes less than the Association's estimate, by not including the time from 8:10 a.m., when the pupils report, to when classes begin at 8:20 a.m.

Comparing the total time in the building for elementary and secondary teachers, the Board elects not to include as time in the building a 40 minute elementary school lunch period and a 25 minute secondary lunch period. Thus, the Board calculates that elementary teachers are in their respective buildings 15 minutes more each day than secondary teachers.

However, the Board contends this discrepancy is balanced by the fact that secondary teachers must supervise the lunch room, patrol the halls and often are involved in after-school activities.

With respect to the total daily time elementary teachers are responsible for students, this fact finder finds the Association's calculations more realistic than the Board's. He would alter it only by subtracting the 16 minutes devoted to Music and Physical Education from the 5 hours and 45 minutes of pupil contact time as calculated by the Association, thereby reducing it to 5 hours and 29 minutes.

Regarding the total daily time for secondary teachers, the Association's calculation of 5 hours and 20 minutes is the more realistic estimate. Thus, elementary teachers are in daily contact with their students 9 minutes more than secondary school teachers.

With respect to the total daily time spent in the school building; in whatever manner one chooses to count the lunch periods, the elementary teachers unquestionably report five minutes before the secondary teachers and end their day 30 minutes later. It is also true, as pointed out by the Board, that this unequal length of day is somewhat offset by the extra duties carried by the secondary teachers.

In examining the present elementary schedule one notes that the teachers report 30 minutes before the students arrive. This is a longer period than is ordinarily needed to prepare for the arrival of the children and many teacher collective agreements provide for less time. To reduce that time in the instant case would not reduce the pupil's instructional time nor affect the bus schedule.

Fact Finder's Recommendation Regarding the Daily Work Schedule
for Elementary and Secondary Teachers

Considering all the circumstances, the fact finder suggests that changing the reporting time for elementary teachers to 8:10 a.m. would make their daily work schedule reasonably equal to the schedule for secondary teachers. As the current school year is nearing the end at this writing, it is recommended that the change be implemented with the start of the 1977-78 school year.

Summary of Fact Finder's Recommendations

It is recommended that the parties conclude a two-year agreement and that the issues in dispute be resolved in the following manner:

- (1) Salary. For 1976-77, a 7 percent increase at each step of the salary schedule, retroactive to the beginning of the school year. For 1977-78, a 6 percent increase at each step of the salary schedule.
- (2) Medical and Dental Insurance. To begin as soon as administratively feasible, and for the duration of the two-year agreement:
 - (a) Teachers can choose either MESSA Super Med I or Blue-Cross-Blue Shield Plan A. The Board shall contribute the full cost of the Blue-Cross insurance or up to an equal amount for the MESSA Super Med I insurance.
 - (b) MESSA Delta Dental Plan A-05 for all teachers: the Board to pay the full cost.
 - (c) Teachers whose spouse is employed elsewhere can choose to carry medical or dental insurance with the Board or with his or her spouse's employer. However, double coverage is prohibited.

- (3) Special Assignments. For both years of the agreement the compensation shall be increased and provisions with respect to the filling of new positions added, as set forth on pages 16 and 17 of this report.
- (4) Equalization of the Daily Work Schedule for Elementary and Secondary Teachers. No change shall be made for the 1976-77 school year. Beginning with the 1977-78 school year, the reporting time for elementary teachers shall be changed to 8:10 a.m.


Sol M. Elkin,
Fact Finder

Albion, Michigan
March 30, 1977