FF 11/29/82

STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE FACT FINDING BETWEEN:

West Ottawa Public Schools

-and-

West Ottawa Education Association

MERC Case

No. G82-F-1493

FACT FINDER'S REPORT

The undersigned, Barry C. Brown, was appointed by the Michigan Employment Relations Commission to conduct a hearing and to issue a report in the matter captioned above. Hearings were held in the West Ottawa Middle School on September 7, 10 and 20, 1982. Post hearing briefs were submitted by the parties and exchanged by the fact finder on October 28, 1982, and thereafter, the record was closed.

West Ottawa Public Schools

Appearances:

For the Schools:

Harry Bishop, MASB Director of Labor Relations

Ed Ruttledge, MASB Consultant

Peter Roon, Assistant Superintendent

Ray Johnson, Business Manager

Duane Hooker, Personnel Manager

John Jacobitz, MASB Director of Marketing

Anthony Thaxton, Director of Special Education

Fred Leske, Administrative Assistant

For the Association:

Dale Lathers, Uniserve Director

Stan Burnell, Uniserve Director

Nancy Gasper, Chief Negotiator

John Meeder, MEA Research Consultant

Robert Metzger, Teacher, Grand Haven

Sharon Meeuween, Teacher

Shirley McLarty, Teacher

Larry Vanderbic, Teacher

James Brinkman, Teacher

Ronald Grady, Teacher

Violet Hanson, Teacher

I. Background

The parties' collective bargaining agreement commenced on August 31, 1981, and remained effective until August 31, 1982. Pursuant to the renewal provisions of that agreement, negotiations for a revised agreement commenced but continued without resolution on Twenty-Four (24) items. On its own motion, the Michigan Employment Relations Commission appointed a fact finder. At commencement of the first fact finding hearing on September 7, 1982, the parties briefly recessed the proceedings and withdrew to further negotiations. At that time, the parties resolved four issues and withdrew another two from the fact finding proceedings. Hearing resumed on that day, and continued on September 10 and 20, 1982, on the remaining Eighteen (18) items in dispute.

II. Preliminaries

The parties' evidence and arguments have raised several issues which require initial resolution. First, the School District (hereinafter the "Employer") objected to the late presentation of evidence by the Association, first submitted to the fact finder in the form of attachments to the Association's post hearing brief. Second, several more substantive matters regarding the school system's financial status and consequent ability to pay Association demands were subject to dispute. Third, there is a slight difference of opinion between the parties as to the appropriate comparables to use.

A. Admission of Post Hearing Evidence

In its post hearing brief submitted on October 28, 1982, the Association included copies of and reference to three documents, designated as Appendices A, B and C. Appendices A and C were not previously submitted at any of the fact finding hearings. In a letter

dated November 1, 1982, the Employer objected to the inclusion of these documents in the following manner:

> "Upon a preliminary examination of the Association's post hearing brief to the above cited case, the Employer notes that said brief contains both attachments as well as references to said attachments that were not presented at the hearing. Obviously, the Employer has had no opportunity to challenge or rebut said material, specifically those items designated as 'Attachment A' and 'Attachment C' in said brief.
>
> The untimely and inappropriate submission of this material violates Rule 34 (R423.434), Rule 63 (R423.463), Rule 67 (R423.467) and Rule 68 (R423.468) of the General Rules of the Michigan Employment Relations Commission. The Employer hereby objects to the inclusion of said material as well as references thereto in the record and respectfully requests that the Fact Finder rule on said objection. Further, the Employer also requests that the parties be notified as to such ruling."

The Association was afforded three separate days of hearing in which to present evidence on behalf of its position. It has offered no reason for its failure to submit the evidence now objected to in a timely manner. The Employer's objections are well taken, and will be sustained here. Insofar as Association argument is based upon the evidence contained in Appendices A and C, it must be disregarded by the fact finder.

B. Inclusion of Community Education Funds

An argument closely related to the parties' dispute as to the Employer's ability to pay Association demands is that of the propriety of including within the Employer's financial resources those funds attributable to the community education program. Although in other respects a separate school system, the West Ottawa district operates a community education program for the people of West Ottawa, Saugatuck and Holland districts. Accordingly, West Ottawa receives state

funding and maintains accounts for community education based on this broader group of students. Indeed, West Ottawa receives state funding for all its community education students in the same manner in which it receives per student state aid for its "regular" program.

Michigan law requires that community education funds be included in a school system's general fund, and for accounting purposes, the State Department of Education will not accept a separate accounting of "regular" and community education funds.

The Employer nevertheless argued that funds it has set aside for community education purposes ought not be considered in assessing the system's financial status. The argument, however, neglects the substantial enhancement of financial stability these community education funds reflect. Further, it is noteworthy that since the Association is also the bargaining representative for community education teachers, the Board saw fit to include within its estimate of expenses from Association demands the costs attributable to community education instructors.

The Employer does, in fact, receive direct state aid for the operation of its community education program. The not insignificant amounts received are thus available for financial and investment purposes until actually needed for operation of community education programs. Due to the "sharing" arrangement with the districts of Saugatuck and Holland, community education funds clearly cannot be given as much weight in ascertaining West Ottawa's financial status as those funds wholly within West Ottawa's province. It is equally true, however, that the community education funds substantially enhance the districts' financial and credit standing. Community

education funds thus do have a direct impact upon the Employer's ability to borrow, as well as its ability to pay Association demands and other expenses.

C. Ability to Pay

Throughout the fact finding proceedings, the Employer has argued that Association demands are well beyond the system's ability to pay. Numerous documents were submitted by both parties, purporting to accurately reflect the system's cash flow and balances. According to the Employer's own figures, the school districts' general fund balance as of June 30, 1982, was $452,000.00. It estimates that $256,000.00 of that will be required for operating costs in the 1982-83 academic year, if the Employer's proposals as to each issue in dispute is adopted. Conversely, the Employer argues that the Association's proposals would cost in excess of $617,000.00, a figure well beyond the school district's reserve funds.

The Employer argues that $196,000.00 - 2% of the 1981-82 budget - is a reasonable amount to maintain in reserve. It compares the 2% figure with the districts of Hudsonville, Grand Haven, Jenison, Coopersville, Spring Lake, Zeeland, Saugatuck and Holland, and points out that these communities' June, 1982, fund balances comprised from 3.1 to 22.57% of the 1981-82 year's budget.

The Association has disputed the Employer's figures in several aspects. The Association's version of the districts' 1982 year end general fund balance would find $644,876.00 in unexpended revenues, some $192,000.00 more than the Employer purports. The $644,876.00 figure comports with the Employer's own estimate on its 1982 Department of Education report, Employer Exhibit 69A, because the report

figure includes community education funds which the Employer seeks to exclude from consideration here. The Association also avers that basic errors were made in the Employer's 1982-83 revenue and expense computations: that the Employer underestimated its 1982-83 income; that the Employer overestimated expenditures; and that the Employer improperly separated certain revenues from the general fund account.

The Employer revenues for deferment of operational costs are received from numerous sources. Locally, levied operating millage is 31.9206 on an SEV of approximately 229 million, amounting to over $7.3 million. In recent elections, the voters turned down a request for one additional operating mill and renewal of one mill for the districts' building fund.

Another significant source of income is state aid, which is based upon the following formula: [($54 x mills) + $328.00] x number of pupils. The two dollar figures in the formula, previously in dispute, have now been adopted for use. The parties, however, continue to dispute the correct number of pupils enrolled in the West Ottawa school system. The Employer's estimate originally used the most conservative figure provided by Michigan State University estimates. That figure, 4040, was well below the prior year enrollment figure, and well below the Association's actual head count of 4,139 taken on September 14, 1982. Although the Association's figure may also be somewhat different from the official count that will be used for state aid purposes, its reliability is greater than the estimate adopted by the Employer over half a year before. Using that figure, the district has underestimated state aid revenues by $253,489.00.

The district also receives revenue from a variety of miscellaneous services, such as adult leisure class tuition, earnings on investments and savings, various governmental grants, and sales of assets. By its own estimates, the Employer should receive approximately $1.8 million from these various services.

The Employer's estimates of expenses for the 1982-83 year are also conservative. It projects an 8% increase in total support services over last year's expense. In view of inflation, this does not appear unreasonable. However, the Employer has increased capital outlay allocation from 1981-82 to 1982-83 by 427%. Although this may be explained in part by the demise of the districts' building fund millage, the estimate is excessive. Further, the districts' business manager testified that he budgeted 14% interest payments on loans for the district, while actual interest was 9.95%. In addition, the 3.6 million borrowed was reinvested at rates ranging from 8-10%.

The Employer also expressed fears regarding state budget cut backs which would deprive the district of $195,000.00 or more in state aid. This has not in fact occurred, and if, in fact, did take place would be, under law, a delay in payment to the school year's end, rather than a complete loss of the funds.

In short, the Employer has underestimated its income and reserve fund and overestimated its costs for the 1982-83 fiscal year. More significantly, its arguments that it needs to maintain or even increase its reserve fund do not comport with historical need. The parties' joint exhibits showed the following past general fund balances:

1978	$115,911.00
1979	- 80,086.00
1980	- 166,144.00
1981	126.876.00
1982	644,876.00

Even accepting the Employer's argument that $192,000.00 of the 1982 balance ought to be excluded as community education funds, the 1982 year end balance was over three and one-half times the next largest fund balance for these five years. The Employer's projected 1982-83 year end fund total of $441,096.00 is also excessive. The state's financial difficulties and the West Ottawa voter's recent rejection of additional millage do present budgetary problems, but such problems are not new to the district. There has been no significant reason suggested for justifying the substantial increase in reserve fund as argued by the Employer here. Of course, the school districts' resources are not unlimited and cannot accomodate unlimited expenses. Nevertheless, it is clear that the district is not financially unable to pay at least some part of the Association's demands.

D. Comparables

The parties submitted as joint exhibits the most recent collective bargaining agreements of the school districts of Grand Haven, Hudsonville, Coopersville, Jenison, Zeeland, Spring Lake and Holland. All of these communities, like West Ottawa, are located in Ottawa County, and operate grades K-12. The Association believes these seven communities to be the appropriate ones for comparison with West Ottawa. The Employer, however, would add the districts of Allendale, Saugatuck and Hamilton, which are in the Ottawa Intermediate School District. Hamilton and Saugatuck are both located in Allegan County, and Allendale is not only merely one-fourth the size of West Ottawa, but does not have a recognized collective bargaining unit.

Given the geographic distances of the Saugatuck and Hamilton Districts, and the size and absence of a bargaining unit in Allendale, these communities are not appropriate comparables. The seven

districts jointly proposed comprise an adequate sample from which to gleen comparative data. To search further is neither necessary nor reliable. Thus, the seven districts of Grand Haven, Hudsonville, Coopersville, Jenison, Zeeland and Spring Lake are determined to be the appropriate comparable school districts.

III. Findings of Fact and Recommendations

There are Eighteen (18) issues to be resolved among the parties. For purposes of clarity and simplicity, each party submitted separate arguments as to these Eighteen (18) issues in their post hearing briefs. The same approach will be taken here.

Issue number designations are the same as originally submitted. The following are excluded due to the parties' withdrawal of them from consideration: Issue 18 and Issue 20. In addition, issues settled by the parties and thus not considered here are: Issue 1, Issue 5, Issue 8 and Issue 15.

Issue 2. Staff Reduction

Article IX Section 9.06 of the parties' last effective collective bargaining agreement provided:

> 9.06 Staff reduction. In the event it becomes necessary to reduce the teaching staff, the following procedures will be utilized:
>
> 1. Certification shall be defined as: Possessing a provisional, continuing or permanent certificate appropriate to be teaching level.
>
> 2. Qualified shall be defined as: Possession a major or a minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in that academic area to meet accrediting agency standards.

3. Seniority shall be defined as: the length of continuous service in the bargaining unit. Persons who are employed as administrators in the District on September 1, 1981, will retain seniority they earned under previous contract prior to September 1, 1979, so long as they remain continuously employed in this District. If two or more persons have equal seniority and both are eligible for a given position, their seniority shall be determined by drawing of lots of the persons involved.

4. Teachers with special certificates in the specific position(s) being reduced or eliminated will be laid off first, provided there are certified and qualified teachers remaining to replace and perform all of the teaching duties of the laid off teachers.

5. Probationary teachers in the specific positions being reduced or eliminated will be laid off in inverse order of seniority, so long as there are more senior teachers who are certificated and qualified to replace and perform all of the teaching duties of the laid off teachers.

6. If further reduction is required after using the steps oulined in paragraph 4 and paragraph 5 above, tenure teachers in the specific positions being reduced or eliminated will be laid off in inverse order of seniority provided there are certificated and qualified teachers remaining to replace and perform all of the teaching duties of the laid off teachers.

   Teachers laid off under this procedure may displace the most junior teacher in the system in positions for which the laid off teacher is certificated and qualified.

7. The Board shall maintain a current list of seniority. Not later than November 1 of each year, the District shall provide the Association president with a current seniority list.

8. Written notice of layoff shall be given to affected teachers no later than June 15, prior to the school year in which the layoff is scheduled to take effect.

9. All laid off teachers shall be recalled, when conditions so allow, in the order of their seniority provided they are certificated and qualified to teach the available positions.

   A. A person being recalled shall be notified by registered mail and shall have ten (10) days from the time the notice is received to reply and/or report to work, but may state his position in writing any time before the end of the ten (10) day period.

   B. A person being recalled to less than a full-time position may reject such a position without losing his right to recall.

   C. A person being recalled to less than a full-time position may accept such a position, and still retain the right to accept the first full-time position that he would otherwise be entitled to.

10. Reduction of a position from full-time to part-time shall be avoided whenever possible. Any reduction of a position from full-time to part-time shall be considered a lay off.

The Association proposes to modify the introductory clause of Section 9.06 to provide:

> "9.06 Staff reduction. No reduction in [the] bargaining unit shall occur unless the percent of the general fund budget allocated to teachers' salaries reaches 57% or more and a decrease in revenues occurs. In the event it becomes necessary to reduce the teaching staff, the following procedures will be utilized:"

The Employer would retain Section 9.06 in its present form.

The Association argues that its proposal is merely an attempt to clarify the meaning of "necessary" as used in the present §9.06 introductory clause. Further, it argues the district's five-year trend in reduction of teaching staff and reduction of percentage of budget apportioned to teacher salaries in disproporate to the decrease in student population. The Association views this trend as an abandonment of teachers as a priority interest of the district, and concludes that the proposed language is necessary to rectify the situation.

The Employer accuses the Association of attempted featherbedding. It argues that none of the Association's evidence supports the need for such restrictive criteria as prerequisite to staff reduction. Further, the Employer points out that no Association argument or evidence was offered to the effect that the present §9.06 has lead to abusive use of staff reduction.

FINDINGS OF FACT

The present §9.06 language is the result of very recent negotiations. As was argued by the Employer, the Association did not seriously aver that the Employer has abused its managerial privileges under the present language. Yet the Association points to the following data as evidence that a budgetary tie-in to staff reductions is needed:

Year	Students	Teachers
1976-77	4,470	271
1976-78	4,454	218
1979-80	4,407	224
1980-81	4,425	216
1981-82	4,183	205

These figures reflect a five year decline in enrollment of 6.69%, and a concomitant 24% decrease in teaching staff. It is notworthy,

however, that staff and student decreases are not directly related from year to year. In 1979-80, for instance, student population decreased from the previous year while the number of teachers rose. The many educational, administrative and financial factors that go into a school district's decisions as to staff levels belie the Association's reliance upon this single piece of comparative data. At most, the facts offered are equivocal.

Further, a review of comparable communities discloses not one other district with a provision fairly comparable to the Association's proposal. In fact, the proposed language is unique while the current language reflects that which is customary in teacher contracts.

In addition, the Association's proposal ignores the potentially devastating impact of its proposal upon the financial integrity of the school system. Emergency expenditures due to catastrophic capitol losses, or a sudden increase in other operating expenses, for instance, are always a threat to a fixed budget. To compel the Employer to in effect dedicate over half its budget to teacher salaries and suffer reduced revenues before staff reductions could be made would be inequitable, financially dangerous and raise serious questions of invasion of managerial authority.

Finally, it is significant that the Association's proposal to make 57% of the school district's budget the minimum level at which funds are to be allocated to teacher salaries before staff reductions may occur is well beyond any percentage of budget dedicated to teacher salaries in the last five years:

Year	% of Expenses Allocated to Teacher Salaries
1976-77	52.67%
1977-78	50.26%
1978-79	49.85%
1979-80	45.90%
1980-81	41.97%

Even at its highest, the percent of budget apportioned to teacher salaries was 5% less than what the Association now requests. Clearly, the 57% limit is out of line with the realities of reduced enrollments and proportionate reductions in funding.

RECOMMENDATION

Based upon the reasoning presented above, the record as a whole and the parties' arguments, the fact finder makes the following recommendation:

That the language of Article IX Section 9.06 be retained as presently provided in the parties' 1981-82 collective bargaining agreement.

Issue 3. Notice of Layoff

The parties are also in dispute as to alteration of Article IX, Subsection 9.06(8), the present provision of which is set forth above. The Association would retain the present language, requiring June 15 to be the layoff notice deadline. The Employer proposes the following substitution:

> "9.06(8) Written notice of layoff shall be given to the affected teacher(s) at least two (2) weeks prior to when the layoff is scheduled to take effect."

The Employer argues that the current June 15 deadline requires the district to make premature, uninformed decisions as to staff needs for the ensuing academic year. It avers that by that date,

many uncertainties still exist, including outcome of millage elections, future student enrollment levels, and the personal plans of its teachers.

The Employer also argues that the unemployment benefits for which a laid off teacher becomes qualified upon lay off notification constitutes a "windfall". It points out that since April, 1979, over $25,000.00 was paid in unemployment compensation to teachers that were recalled before the end of the summer break, and concludes that such expense is "a senseless cost for which no services were received".

The Employer also offered a summary of lay off provisions from the communities of Jenison, Spring Lake, Hudsonville, Holland, Grand Haven and Zeeland (EE 101). In the Employer's view, only Zeeland provides a layoff notification deadline date similar to West Ottawa's, and even that provision is less restrictive than West Ottawa's.

The Association disputes the Employer's interpretation of comparable contract provisions. It urges that the Employer's review is incomplete, in that it ignores complementary contract provisions which affect the purported deadline dates. The Association further urges that since the layoff records of the comparable communities are not in evidence, the relative importance and impact of other districts' provisions cannot be ascertained, and thus the comparables are not persuasive.

In addition, the Association argues that unemployment compensation is a legal entitlement received by laid off teachers that should provide little basis for postponing the notification date. Further, the Association points out that school administrative personnel are afforded by law a much longer notification period than the Employer

argues is needed by the teachers. It also notes that teachers are required by the collective bargaining agreement to give notice of request for leave 60 days prior to the end of a school year, and are required to request return from leave by April 15. Further, Michigan law provies that a tenured teacher who fails to give notice of resignation at least 60 days prior to the new academic year may forfeit his teaching certificate. Finally, the Associations points out that West Ottawa millage elections take place in the second week of June, before the layoff notification deadline date. Thus, the Association contends that the Employer's concerns regarding managerial difficulties are without foundation, and that although no teacher abuses have been shown, there is nevertheless ample existing authority available to the Employer to correct personnel planning difficulties.

FINDINGS OF FACT

Comparable communities use the following pertinent contract language:

Coopersville	No deadline, Assocation to be notified immediately.
Grand Haven	June 30; except in unanticipated financial emergency, then 60 days; layoffs to be distributed equitably among all district employees.
Holland	60 days; except for emergencies.
Hudsonville	30 days; but not after September 1 unless unforeseen financial extingencies.
Jenison	"As soon as possible" to Association; "as soon as practicable" to teacher.
Spring Lake	Notice to Association of any contemplated layoffs; discussion with Association required.
Zeeland	June 30.

This summary shows that no other district has adopted as restrictive a notice provision as that now proposed by the Employer. Where no specific deadline is provided, the communities require notice to the representative Assocation so that employee job security may be protected. It is significant that the Employer's proposal would not only establish the least amount of required notice time in the area, but fails to distinguish between summer and mid-year ("emergency") layoffs, as is common in other districts.

Although the parties' current provision sets forth the earliest deadline date of all the comparables, it is only 2 weeks earlier than those of Zeeland and Grand Haven, and roughly 3 weeks earlier than Holland's.

The Employer's concern regarding the current necessity to make uninformed and premature layoff decisions is unfounded. As pointed out by the Association, teachers are required to give 60 days' notice of resignation, and 60 days' notice of requests for absence of leave. Further, teachers are required to notify the employer of intention to return from leave by April 15 of the proceeding academic year. Thus, the Employer ought to be aware of most of its teaching staff's plan well in advance of June 15. Similarly, the Employer has the millage results for the year in hand by that date. Further, regarding the Employer's concern as to the difficulty in assessing student enrollment, it is noteworthy that this year's estimate was adopted in February of 1982, fully five months before the layoff notification deadline. In addition, the Employer's proposal would not remedy that particular difficulty, for actual student enrollment cannot be ascertained until after commencement of the school year in any event.

The practical difficulty imposed upon teachers that would be laid off under the Employer's proposal would be significant. At present, notification by June 15 allows laid off employees to seek employment elsewhere with enough time to have reasonable chance of success. Under the Employer's proposal, it is hard to conceive that there would be even a few teaching positions open in other districts at so late a date. In fact, because laid off teachers would have significantly less chance of obtaining alternative employment, it is doubtful whether any unemployment compensation savings would arise. Further, the law as to qualification for unemployment casts doubt upon the ability of the Employer's proposal to alter the present frequency of unemployment claims, nor is the fact finder convinced of the relevancy of this aspect of the Employer's argument.

Finally, aside from the Employer's complaints regarding unemployment compensation costs, there has been no showing that the present provision has caused any administrative difficulties.

RECOMMENDATION

Based upon the reasoning presented above, the record as a whole, and the parties' arguments, the fact finder makes the following recommendation:

That the language of Article IX Section 9.06(8) be retained as presently provided in the parties' 1981-82 collective bargaining agreement.

Issue 4. Recall from Layoff

Subsection 9.06(9) of the parties' prior collective bargaining agreement, set forth above, is also in dispute. The Association proposes the addition of a new paragraph (D), which would provide:

> "A person being recalled who is under contract of employment of one year or less with another employer may reject a recall which would be effective during the term of the contract with the other employer without losing his/her future right to recall. At the conclusion of the current contract with the other employer, said teacher may displace a less senior teacher in the district provided he/she is certificated [sic] and qualified for such a position."

The Employer proposes to retain the present language; i.e., include no such provision.

The Association's proposal was engendered by a 1981 Michigan Tenure Commission decision. In Tomiak v Hamtramck School District, the Commission ruled that a tenured teacher has a right to future recall where the first vacancy to which a teacher is recalled is refused because the teacher is under contract to another public school district. Both parties have recognized the Tomiak decision, and have acted accordingly in a similar circumstance which arose during the last academic year.

The Association argues that its proposal would make the parties' collective bargaining agreement consistent with current law, and accordingly, prevent future possible conflicts and consequent costs of resolution for both parties.

The Employer, although recognizing the current validity of the Tomiak decision, points out that the case is on appeal. Thus, the Employer would prefer to await the final outcome of Tomiak and avoid the risk of incorporating a contractual provision pursuant to a subsequently reversed ruling.

The Employer also questions the need for such a provision, given the parties' voluntary compliance and cooperation to date.

Further, the Employer argues that the Association's proposal is too broad, in that it does not specify that the second "employer" must be a public school district. In Tomiak, such was the limitation. The Employer argues that under the Association's proposal, a teacher may reject a recall when employed in private or religious schools, or even when employed in a non-teaching position.

FINDINGS OF FACT

As stated above, the Association's proposal is based in large part upon a recent Tenure Commission ruling. Both parties have adhered to the ruling without difficulty or dispute since its issuance in 1981. No problems arising from Tomiak have been suggested by either party.

Regardless of the legal reason for the initiation of this proposal, it is apparent that the proposal is sound in equitable and practical aspects. Once laid off, a teacher who obtains alternative employment benefits the Employer, who is self insured and must otherwise pay unemployment compensation. Further, the teachers' educational skills are maintained and his experience broadened and enhanced.

Without the benefit of Tomiak or this proposal, if obligated to return to work at West Ottawa midway in an academic year, a teacher is confronted with a difficult decision. He must either breach his contract with the new employer and disrupt his current classes, or forfeit his seniority at West Ottawa. Clearly, such a decision is not fair to the teacher, his students or the new employer.

It is more likely than not that Tomiak will remain valid upon appeal. Indeed, the Employer offers no argument in rebuttal to the

Tenure Commission's decision. However, even if Tomiak is reversed, it does not follow that the parties' current practice should not be incorporated into their collective bargaining agreement. If for some reason Tomiak is reversed, such event would cause the parties difficulty only if the reversal declares that the current Tomiak ruling cannot be imposed by law or in a collective bargaining agreement. Even in that unlikely event, the law would simply supersede the agreement.

There is merit in the Employer's concern regarding the broadness of the Association's proposed language. Although it is not likely to arise with any frequency, it is possible that a teacher may accept employment in a capacity other than teaching. The reasons found in support of the Association's proposal to not apply to new employment as, for instance, an office secretary or a taxi driver. Although extra professional occupations do not tend to be based upon a fixed term of employment contract, it is nevertheless prudent to clarify that the reasoning here is limited to new employment, for a fixed contractual term, in the educational field. The fact finder finds no basis here for distinguishing between private and public school employment.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole and the arguments of the parties, the fact finder makes the following recommendation:

That the language of Article IX Section 9.06(9) be amended to include Subsection 9.06(9)(D) as proposed by the Association. Provided, however, that the proposed §9.06(9)(D) language be modified

to clarify that the new employment giving rise to right of later recall be employment in a teaching capacity at a recognized educational institution; and provided further that right of recall be contingent upon the teacher's exercise of that right upon expiration of the new employer's current academic year.

Issue 6. Class Size and Splits

Article XI, Section 11.04(a) of the parties last effective collective bargaining agreement provides:

> "11.04a Pupil-teacher ratio is an important aspect of an effective educational program, and it is further recognized that normally it is desirable to have a lower pupil-teacher ratio in the primary elementary level than the upper elementary level.
>
> Recognizing these considerations, it is agreed to continue the effort to keep class sizes at a level at which the teaching process can be conducted most effectively subject to the financial resources of the District, availability of building facilities and qualified personnel and the overall best interest of the District."

The Association proposes to add three subsections to §11.04(a), as follows:

> (1) The parties agree that the following class size standards are desirable and every attempt will be made not to exceed these maximums:
> Elementary A maximum of twenty-five (25) students per class in K, 1, and 2. A maximum of twenty-eight (28) students per class in 3, 4, and 5.
> Middle School and High School In the middle school, a maximum of seven (7) students per hour in the Title I reading and math classes. In the high school, a maximum of twelve (12) students in Reading 1-2 and 3- and a maximum of fifteen (15) students shall be assigned to a class of Fundamentals of Composition, Man in Literature, Fundamentals of Mass Media, writing, Practical Communications, Experiences in Literature, Basic Math, General Math for 10, 11, & 12, Basic Science, Basic U.S. History, and Basic Government; according to the University of Michigan recommendations.

(2) A split class shall have two fewer students than the smalles class at the grade levels that comprise the splits.
(3) Elementary teachers shall not be required to teach a split grade assignment two years in a row.

The Employer proposes to retain §11.04(a) as is.

The Association argues that West Ottawa teachers have been subjected to a continually smaller pupil-teacher ratio per classroom. Of the seven comparable communities, only Hudsonville and Coopersville have a higher ratio. As to these communities, the Association argues that the Hudsonville and Coopersville districts have had a continuing history of millage failures, while West Ottawa has the second highest millage in the county. Thus, the Association concludes that a lower teacher-pupil ratio cannot be provided in the West Ottawa district.

The Association's proposal would impact upon three basic categories of students. First, all elementary grades would be affected. Second, the middle school and high school subjects focused upon by the Association's proposal are designed for and comprised of "problem" students; that is, those students with lower achievements, learning disabilities, and disciplinary problems. Third, the Association seeks to impose limits upon split classes; those classes in which more than one grade is taught.

The Association introduced testimony from teachers experienced in these areas, as to the impact of and necessity for imposing class size limitations. Sharon Meeuwsen testified as to the many difficulties of instructing problem students. Placement in the enumerated lower track courses is done by recommendations of previous teachers, recommendations of the school counselor, and by test scores. Ms. Meeuwsen described the experience of teaching these students as being

one in which expectations have to be much lower because they have not received special training previously. Further, students move through material much more slowly, and require much more attention. Shorter attention spans and disciplinary problems contribute to the extended individual attention needed for each student.

Violet Hanson testified as to the difficulties of teaching a split class. Double preparation is required in many subject areas, and Ms. Hanson testified that it was necessary for her, when teaching split classes, to do curriculum planning after school and in the evenings as well as during the one hour planning time allowed during the school day each week.

The Association argues that, in addition to the decrease in the number of teachers in West Ottawa, current class sizes are aggravated by the increase in the past few years of mainstreaming special education students. Further, in recent years, the number of teacher aides has been drastically curtailed.

The Association also relies upon comparables. It cites provisions in the districts of Jenison, Zeeland, Holland, Coopersville, Hudsonville and Spring Lake. Although the Association recognizes that West Ottawa currently sets a class size maximum in the lower academic subjects by administrative practice, it argues that the Association is unable to enforce these maximums.

Finally, the Associations admits that its proposed limit of 25 students in the lower grades and 28 in the higher elementary grades do not favorably compare with the limits set in other school districts. However, the Association urges that these limits are offered with a recognition that some adjustment may be made. It attributes a failure

to offer high maximum levels to the Employer's refusal throughout the bargaining season to bargain on this proposal.

The Employer characterizes this Association proposal of another attempt at featherbedding. It suggests that difficulties in teaching students is an expected aspect of a teacher's occupation, and thus, class limitations are neither necessary nor advisable.

The Employer also questions the economic costs of the Association's proposal. However, the Employer did not submit any significant evidence in support of that argument.

The Employer also avers that prior to the present bargaining, the Association has never raised the question of size as a concern. It notes the following provision in Section 11.04b:

> "If the administration and/or the association believe that application of the above factors if creating undue hardship on students by imbalance of class size, then either party may request a meeting, to be scheduled at a mutually agreeable time. This meeting will be between representatives of the administration and the association and shall be to discuss the matter in an effort to explore the problem and reach and amicable solution.
>
> If either party believes that an amicable solution has not been realized, said party may move to convene an impartial advisory panel. The impartial advisory panel shall be composed as follows:
>
> (1) The president of the board and the present of the WOEA will each submit one nominee to the panel. Said nominees will neither be members of the Board of Education or employees of the district. These two nominees will mutuall select a third nominee to the panel.
>
> (2) The three members of the panel shall select one of the members to be chairperson who shall convene and

preside over the hearing. Subsequent to the hearing, the chairperson shall issue an advisory report to association, the Board and the community.

(3) Costs and expenses incurred by the panel shall be borne equitably between the board and the association."

Despite this provision, the Employer knows that the Association has never attempted to challenge administratively imposed class size. It thus suggests that class size is not a real concern of the Association, but is rather an attempt to gain public sympathy during bargaining.

FINDINGS OF FACT

Comparable districts' selected bargaining agreements provide the following class size limitations:

School District	Grades Affected	Maximum Number
Coopersville	K-6	30
Grand Haven	none	none
Holland		30 so far as funds available
Hudsonville	K-6	30
Jenison	K-1	28
	2-6	30 if maximum exceeded, teacher aide employed
Spring Lake	K-6	30
Zeeland	K-3	28 - if maximum exceeded, an aide is employed
	4-5	30 - if maximum exceeded, an aide is employed

Only the districts of Coopersville, Hudsonville and Spring Lake provide an absolute maximum class size at the elementary grade levels. None of these districts provides for class maximum in the upper grade levels. Further, only Jenison and Zeeland address class split.

Zeeland reduces the suggested maximum by 3 if there is a class split, and Jenison merely provides that a teacher shall not be required to teach a split more than two years in a row.

The Association did not offer significant evidence addressed to the specific issue of class limitations at the elementary school level. Although the Association complains of a declining student-teacher ratio in the last five years, the difference is not that great. In the 1977-78 year, the ratio was 20.35 students to one teacher. In 1981-82, the ratio was 20.91 students to one teacher. Thus, over the five year span, the increase has only been approximately one-half a student per class.

As was pointed out by the Employer, Section 11.04b of the parties' collective bargaining agreement provides ample opportunity for the Association to challenge class sizes set by the administration before an impartial tribunal. The fact finder also notes the following provision in 11.04d:

> "Whenever an elementary classroom population exceeds 30 students, the board shall provide that teacher with one hour of aide time for each student in excess of thirty."

The parties' current practices and contract provisions compare well with those of other districts as to elementary classroom size. Without more, it would seem imprudent to, at this time, impose upon the Employer an absolute maximum class size limitation at the elementary grade level.

As testified to at some length by Association witnesses, the middle school and high school classes specified in the Association's proposal present many extra responsibilities to the assigned teachers.

Indeed, Section 11.04e of the parties' 1981-82 collective bargaining agreement recognizes in oblique form the difficulties inherent in the school's maintreaming program. Section 11.04e provides:

> "(3) Should the board mainstream special students, the board will attempt to mainstream them into the smaller classes."

There exists no contractual provision allocating to these special students or these special classes any additional teaching aides. Association Exhibit 64 sets forth the Employer self-imposed class maximums on the high school subjects enumerated in the Association's proposal. These maximums arrange from 15 students in the reading classes to 28 in the basic math course. No opportunity for input into the setting of these maximums from either the teachers or the Association is evident in either the collective bargaining agreement or in practice. The average of the maximum class sizes provided in Association Exhibit 64 is slightly over 21 students. On the whole, the actual number of students assigned to a given class for the 1982-83 academic year remains significantly lower than the set maximum for that subject. Two classes, however, exceed the set maximum, one class in fundamental of mass media and one class in basic U.S. history. The largest class size is that basic U.S. history class which contains twenty-four (24) students, six of whom are mainstreamed students.

The Association's proposal to limit middle school reading and math classes to seven students, and high school fundamental reading classes to twelve students and the remaining high school basic course classes to fifteen students is unduly restrictive. The Association offers no such similar limitations in other school districts. Nevertheless, because of the many difficulties which arise from the nature of these courses and the students involved, and because there is a

distinct lack of input from the teachers and students in setting the maximums, and because the difficulties involved are recognized in practice and in contracts by the Employer, it would seem prudent to provide some limitations upon the class sizes for these subjects. A review of Association Exhibit 64 suggests twenty-three (23) students as an appropriate class size. Given that limitation, only the basic U.S. history course would currently exceed that maximum, and that by only one student. Thus, there would appear to be no substantial practical or financial difficulties which would ensue from the twenty-three (23) person limitation. On the other hand, while the twenty-three (23) student limitation substantially exceeds that requested by the Association, the Association has already noted its willingness to compromise on the maximum suggested.

As was noted above, only two of the comparable districts contain provisions regarding split class size. The Association proposes to incorporate versions of the provisions of both Jenison and Zeeland districts into the parties' collective bargaining agreement. Although there was some testimony regarding the difficulties of teaching a split class, Association witnesses also admitted upon cross examination that there were advantages to split grade assignments as well. Perhaps the most significant of these advantages is the exchange of knowledge which occurs between the two class levels.

The parties' 1981-82 collective bargaining agreement addresses split level classes in Section 11.04c:

> "If the board concludes that distribution of students necessitates the possibility of split grades, the teachers in the school of the classes involved, if available, shall have an opportunity to make suggestions as to whether a larger class

> or split class offer the better educational setting, subject to final determination by the board. In connection with determining the assignment of paraprofessional employees of the district, the board, as part of its evaluation of needs, will consider the particular conditions which exist within certain classrooms, on certain playgrounds, the number of teachers in each buildings, and the number of self-contained split grades within the building. In the event split grades are necessary, the teachers in the classes affected will have an opportunity to make suggestions on the need for additional paraprofessional assistance."

As can be seen from the foregoing provision, there already for the teachers and association ample opportunity for input into the assignment of split grades. Given this opportunity for input, the relative unusualness of the Association's proposal in this regard, in the equivocacy of the testimony regarding the difficulties of teaching split level classes, imposing a mandatory maximum class size in split level classes seems neither appropriate nor necessary at this time.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole and the arguments of the parties, the fact finder makes the following recommendations:

That the language of Article XI Section 11.04a be amended to include only the following:

> "Subsection 1. The parties agree that the following class size standards are desirable and every attempt will be made not to exceed these maximums: in the high school, a maximum of twenty-three (23) students shall be assigned to a class session in the subjects of Reading I and II, Reading III and IV, Fundamentals of of Composition, Man and Literature, Fundamentals of Mass Media, Writing, Practical Communications, Experiences in Literature, Basic Math, Basic Science, Basic U.S. History, and Basic Government."

Issue 7. Mainstreaming

The Association proposes to supplement Article XI of the parties' last effective collective bargaining agreement by the addition of a new Section 11.04f, to read as follows:

> "Each special education student assigned to any regular classroom will be accounted in that classroom as four students."

The Employer seeks to retain the current contract provisions.

This issue is, of course, closely related to the preceding issue regarding class size. The Association presented the plethora of evidence, in both testimony and by documentation, as to the difficulties involved in incorporating a special education student into a regular classroom. This process, known as mainstreaming, reassigns special education students for all or part of a day to a regular educational classroom. Mainstreaming does not include speech therapy or hearing impaired students.

The Association points to the various problems inherent in coping with mainstreamed students. These students have been diagnosed as special problem students and are only incorporated into a classroom after consultation by a reviewing committee. The special education instructor and the regular classroom teacher involved are required to meet regularly to discuss progress of the special education child. Of course, not every mainstreamed student is going to present all or even several of the problems enumerated in Association evidence. It is also true that there are some "regular" students with behavorial and learning problems which require extra teacher attention. However, there can be no doubt on the record here that special education students can be expected to require significantly greater attention and time from a regular teacher in the remainder of this class. The emotional

and behavioral problems, as well as learning problems, the extra planning and meeting time required, and the adjustments of the other students all contribute to the regular classroom teacher's duties.

The Association has proposed a 4 to 1 ratio for mainstreamed students. It recognizes, however, that the 4 to 1 ratio may be extreme. While some Association witnesses did testify that it took up to four times as much time to work with a mainstreamed child, the Association does suggest in its argument that it would readily except a 3 to 1 or 2 to 1 ratio.

The Association also points to the Zeeland School District's collective bargaining agreement, which weight mainstreamed students on a 2 to 1 ratio.

In answer to one of the Employer's arguments on this issue, the Association also devoted to substantial argument to rebutting the contention that weighting mainstream students would be illegal discrimination. Much of that argument must be disregarded, since it is based upon Appendix A to the Association's Brief. Appendix A, as discussed above, has been excluded from the record pursuant to the Employer's objections. Nevertheless, based only upon the record as existed at the close of hearings, the Association could and did validly argue the point. Essentially, the Association disputes the applicability of the conclusion of an opinion letter from the U.S. Department of Education, dated February 13, 1981. That opinion concluded that a provision in the Spokane Washington School District collective bargaining agreement limiting the number of handicapped students to be placed in a regular classroom, and excluding handicapped students from certain accomodation classes, was in violation of Department of Education Administrative Rules. Unlike the Spokane provision, the Association's

proposal would not limit the number of handicapped in a given class, but would simply account for the extra time and responsibility which need be devoted to mainstreamed special education students.

The Employer argues vehemently that the Association's proposal is discriminatory and illegal under the Spokane opinion. It argues that mainstreamed special education students do not require significantly more attention that do many regular students, and that in any event, such attention is merely part of a teacher's job.

As did the Association, the Employer offered documentary evidence on its behalf. Much of that evidence, however, is self-admitted opinion or argumentation by the authors.

FINDINGS OF FACT

As was noted above, the special education program in the West Ottawa School District involves a concerted effort among special education teachers, administration, and regular classroom teachers. Students are placed in the special education program according to diagnosis of certain disabilities. The four recognized classifications are: educable mentally impaired, those children who have been tested with an I.Q. of between 50 and 70; emotionally impaired, those children with the intelligence potential to learn but whose education is impaired by history of social and emotional problems; learning disabled, those children who suffer from specialized mental affliction such as dislexia; and physically or otherwise health impaired, those children that are physically handicapped.

State regulations establish maximum loads for special education teachers:

Classification	Maximum in Room at One Time
Learning Disabled	10
Emotionally Impaired	10
Educable Mentally Impaired	15
Physically Handicapped	15

The mainstreaming program itself, state regulations on class size, and the evidence on record here make it readily apparent that mainstreamed students are in need of specialized attention. While it is true that a mainstream student has reached a point at which his teachers agree that he is ready to join a regular class session for at least part of the day, a mainstream student is not and cannot be expected to move smoothly and effortlessly into the ordinary classroom setting. The Employer argument that mainstream students require no extraordinary effort on the part of the teacher is not supported by evidence. Further, the Employer suggestion that teachers are attempting to shirk their duty by requesting through the Association a weighting of class size according to the number of mainstream students is unfounded.

The Association's arguments regarding the U.S. Department of Education's Spokane opinion letter are also well taken. The provisions in the Spokane agreement and the provision requested by the Association here are both factually and legally distinguishable. The Association does not seek to prevent, exclude, or limit the number of mainstream students. Rather, the Association only requests that the extra effort involved in helping such students be recognized and accounted for through weighting.

Although one of the Association's witnesses did testify that in her experience it took from three to four times as much time to educate a mainstream student than a regular student, the bulk of testimony indicates that the difference is much smaller. The Zeeland

collective bargaining agreement is very helpful in this regard. Particularly if the class size maximum recommendations made in a prior portion of this report are adopted, a two to one ratio such as was adopted by Zeeland would appear adequate to serve the needs of the teachers, the special educations students, the regular students, and the mainstreaming program itself.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole, and the arguments of the parties, the fact finder makes the following recommendation:

That the language of Article XI Section 11.04 be amended to include a new section, 11.04f as follows:

> "Each special education student assigned to any regular classroom will be counted in that classroom as two students."

Issue 9. Sick Leave for Summer Session

Article X, Section 10.07a of the parties' 1981-82 collective bargaining agreement provides:

> "Sick Leave. An employee who shall be injured, is ill, or is disabled and whose claim of injury, illness, or disability is supported by satisfactory evidence, shall be granted a sick leave of absence without loss of pay up to fifteen (15) days in the first year of employment and up to ten (10) workdays in a single school year thereafter, with unused leave accumulation to a maximum of one hundred (100) days.
>
> Employee shall be allowed to use up to three days per year sick leave for absence occasioned by the critical illness, injury, or disability of a member of the immediate family as defined in Article 10.01. An additional ten (10) days will be available when attending physician determines that teachers presence is necessary."

The Association proposes to add to Article XII, Miscellaneous Provisions, the following:

"Section 12.11. Teachers working beyond the regular school year in summer programs for one month or more shall receive one sick leave day without loss of pay. This day is not accumulative."

The Employer proposes to maintain the status quo.

The Association argues that because Section 10.07a Sick Leave is based upon the academic year, that teachers who are employed in the summary program ought to be afforded sick leave for the summer months worked. It is, says the Association, a matter of simple equity.

The Association does recognize the difficulty of budgeting sick leave for persons who work only during summer months. Accordingly, its proposal provides that summer sick leave would not be accumulative, thus alleviating any carry over from one budget summer to another.

The Employer suggested through arguments that the Association's proposal raises unjustified costs. The Employer failed, however, to introduce any evidence on this point.

The Employer also suggests that summer program duties are not bargaining unit work, and thus the issue is properly before the fact finder.

FINDINGS OF FACT

Due to the absence of evidence in support of the Employer's argument regarding costs, there is really no significant factual issue to be resolved as to this Association proposal. Regarding the Employer's argument as to this issue being one in reality a permissive subject of bargaining, it must only be noted that since the parties' collective bargaining agreement is only binding in so far as it applies to bargaining unit members, the proposal submitted would apply only to Association members, and consequently be a condition of employment and thus a mandatory subject of bargaining.

As was stated by the Association, this is in reality a matter of simple equity. Section 10.07a, providing for sick leave accumulation, is founded upon the assumption of a nine month work year. The Employer has not seriously suggested any reason by persons working during the summer session should not accumulate some sick leave for use during that summer period. Further, while a teacher ordinarily accumulates ten days of sick leave for a nine month session, during the two or three months worked during the summer, he would accumulate only one noncumulative sick leave day. The Association's request is more than reasonable.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole and the arguments of the parties, the fact finder makes the following recommendation:

That the language of Article XII be amended to include the following provision as proposed by the Association:

> "Teachers working beyond the regular school year in summer programs for one month or more shall receive one sick leave day without loss of pay. This day is not accumulative."

Issue 10. Direct Deposit of Payroll

The parties' last collective bargaining agreement, in Article XIII, Section 13.07, provided:

> "The district shall make such payroll deductions as required by law and other deductions as authorized by the individual for those purposes now available and any other as authorized by the superintendent. A list of all available payroll deductions shall be available from the office of central administration.
>
> Any teacher entering the district to begin contributing to any insurance or annuity program in another district will be allowed to continue in the program through payroll deductions.

> In the case of payroll deductions for any teacher for insurance, the district will deduct such amounts as are authorized by the individuals in writing on appropriate forms and in such amounts as the insurance carrier notifies the district in writing due from the individual."

The Association proposes to modify the first paragraph of Section 13.07 as follows:

> "The district shall make such payroll deductions as required by law and other deductions as authorized by the individual, including the United Fund, First Michigan Bank checking and savings accounts, Ottawa County School Employees Credit Union checking and savings accounts, and any others as authorized by the superintendent."

Conversely, the Employer proposes the following addition to Article XIII:

> "The Association is respectfully notified that direct deposits in the bank accounts can no longer be made."

The parties' dispute as to this issue was initiated by the Employer, who proposed the amendment which would discontinue direct deposit of payroll for its employees. The Employer has offered nothing, in either evidence or argument, in support of this proposal. Rather, it merely suggests that its employees ought to be capable enough adults to perform their own banking.

The Association argues that direct deposit of payroll is a benefit to its members. It has been established through past practice. It shows benefits to its members as both a matter of convenience and financial savings. It further points out that the district has not demonstrated any costs whatever to the district for the service, nor any demonstration of hardship upon the district in continuing the practice.

The Association also argues that direct deposit of payroll is already included and protected in Section 13.07. Specifically, the Association appears to be referring to:

> " make such payroll ... and other deductions as authorized by the individual for those purposes now available ..."

The Association reiterates that its own proposal is only in response to the Employer's attempt to discontinue an established service.

The Employer does express concern regarding the Association's counter proposal, in that by specifying the institutions to which direct deposits may be made, it is unduly restrictive and burdensome.

FINDINGS OF FACT

Testimony at the hearing clearly established that direct deposit of payroll has been a practice between the parties for at least six years. Further, the local banking institutions afford to employees using direct deposit substantial savings on service fees. Again, the Employer does not dispute that direct deposit is a past practice, nor does it offer any reason for its proposal to discontinue this benefit.

On the other hand, the Association's counter proposal enumerating certain institutions to which deductions and deposits may be made presents limiting language without any basis. Although the Association's retention of all inclusive language at the end of its proposal, as well as its arguments in this regard, indicate that it does not intend to so limit the deposit practices, the confusing contradiction which can arise from such language is unwarranted. Inasmuch as all of the institutions and services enumerated by the Association in its proposal are already, in fact, incorporated into the collective bargaining agreement pursuant to past practice, the Association's proposal is extraneous.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole and the arguments of the parties, the fact finder makes the following recommendation:

That the language of Article XIII, Section 13.07 be retained as currently set forth in the parties' 1981-82 collective bargaining agreement. This recommendation is made with the understanding that the parties recognize that the past practice of direct deposits has been established, and is included within the general language already contained in Article XIII, Section 13.07.

Issue 11. Health Insurance

Article XIII, Section 13.08 of the parties' 1981-82 collective bargaining agreement sets forth the parties' agreement as to employee health insurance policies. Essentially, that section provides that full time teachers may select one of two health insurance options (Options A and B), the premiums of which are fully paid by the Employer. In addition, a supplementary policy known as "Option C" may be added, at the cost of the individual teacher. However, any teacher selecting only Option C may have the premiums paid by the Employer up to the equivalent cost of a single subscriber under Options A or B. Section 13.08 goes on to describe in detail the provisions or Options A, B, and C. Section 13.08 provides in pertinent part:

> "Option C - any of the option programs provided by MESSA for which the teacher is eligible under MESSA policy. The above option elections must be made by the teacher in writing prior to September 10, 1973, and annually thereafter during the enrollment period. In case of teachers hired after September 10, 1974, for the 1974-75 school year, the teacher, in order to be able to participate in the insurance program, must designate a choice of option within ten (10) calendar days

from the beginning of employment. Insurance coverage for such employees who enroll and otherwise qualify will become effective as the terms of the insurance policies and the regulations of the insurance carrier permit. The district's contribution toward the cost of coverage for teachers hired after September 10, 1974, shall be limited to a pro rata share of the annual cost of such coverage."

The Association proposes to amend Section 13.08's description of Option C, by addition of two sentences to follow the first sentence of the current provision. Accordingly, Option C would read as follows:

> "Option C - Any of the option programs provided by MESSA for which the teacher is eligible under MESSA policy. Any remaining amount after those options may be applied on an individual basis toward the purchase of a taxed deferred annuity plan. The above option elections must be made by the teacher in writing prior to September 10, 1973 ..."

The Employer's proposal seeks to more fully amend the present health insurance premium payment scheme. Under its proposal, Section 13.08 would provide as follows:

> "Health Insurance. For each teacher (other than substitutes), full or regular part-time working fifty percent (50%) or more of a regular school week, the board will provide for either of the options listed below up to the following monthly premium amounts:
>
> Full family - $170.70 per month.
>
> Two persons - $151.30 per month.
>
> Single subscriber - $69.10 per month.
>
> In the event a teacher's pro rata share of the annual and/or monthly cost of premium is paid by the district is not sufficient to cover the cost of premiums for the balance of the year until the beginning of the school year in the following fall, the teacher may continue coverage by contributing any additional amounts necessary to pay the full premium cost.

The amounts listed herein will be paid by the board so long as the teacher remains under its employ.

Any teacher selecting Option A, B or C may select Option D, the cost of such Option D to be paid by the teacher.

During the period from May 15 until the enrollment period the following fall, a teacher will not be permitted to alter the amount of payroll deductions authorized by him/her.

The liability of the district, and its agents, is limited to the timely payment of the amount specified herein toward the applicable premium.

Options available to teachers for insurance coverage are as follows:

Option A - Full coverage as desired by the teacher under Blue Cross/Blue Shield group policy number 13848. All persons will have semi-private room, no deductible coverage, and may have dependent children riders.

Option B - Full coverage as desired by the teacher under the basic MESSA Super-Med II program and said program is defined on September 1, 1982, and with no additional options as may be usually selected under Super-Med II.

Option C - Full coverage as desired by the teacher under School Employers Trust Ultra-Med "C" 500 program.

Option D - The Employer will provide for any teacher selecting only Option D up to $69.10 toward any of the Option programs provided by MESSA or School Employers Trust. Election of such options must be made by the teacher in wriging prior to September 10, during each year or the end of each year's "open enrollment", whichever is applicable. Newly hired teachers must designate a choice of option within ten (10) days calendar days to the beginning of employment.

All programs listed herein are, of course, subject to the rules, regulations and/or policies of the insurance carriers and/or administration."

Each party is seeking a considerable departure from the present system. The parties proposals together present three subissues for consideration. First, whether premium monies "left over" and attributable to a specific teacher ought to be available for that teacher for the purchase of a tax deferred annuity plan. Second, whether there ought to be imposed a set monetary limit upon the amount of premium to be paid by the employer toward any of the available health insurance options. Third, whether a new health insurance plan, the Employer's Trust Ultra-Med C500 Program, ought to be added as an option available under Section 13.08.

As to the first issue, the Association views insurance premiums paid by the Employer have somehow vested in each individual employee. Thus, it argues that teachers deciding not to take advantage of the current option C ought to have available the "unused" money for the purpose of funding a tax deferred annuity plan. Because the Association views the unused premium amount as vested in the individual teacher, it argues that use of the money for annuity plans would present no extra cost to the employer. The Association also points to provisions in the Hudsonville and Zeeland collective bargaining agreement, which provisions allow single subscriber insurance premiums to be applied to an annuity.

While the Employer has not in its post-hearing brief specifically addressed the Association's proposal, it does argue extensively regarding the ever increasing cost of providing employee health insurance. Thus, it would seem that is the Employer's position that any unused premium amounts ought not be required to be paid out into an annuity program while the Employer sinks under the financial weight of its present obligation.

That portion of the Employer's proposal which would set a flat dollar amount maximum upon proportions of health insurance premiums which may be provided by the Employer may, for convenience, be labeled a "premium cap". The Employer argues that since their 1977-78 academic year, the premium rates it has paid for health insurance has increased by seventy-five percent (75%). It argues that until association members bear at least part of the burden of the ever increasing health insurance costs, realistic bargaining as to these benefits will never take place. The Employer characterizes the increased premiums paid as an increase in the level of overall benefits received, and thus, the utilaterally imposed insurance premium rate hikes constituted an increase in benefits to Association members without any bargaining having taken place. Finally, the Employer points out that the rates specified in its proposal comport at this time with the current 1982-83 school year insurance premium rates. Thus, it concludes, the proposal constructively leaves teachers in a status quo position, while leaving future benefit levels to future bargaining.

The Association argues that assumption of the full cost of health insurance premiums is not only the well established past practice of the West Ottawa School District, but that full payment by the Employer is universally true throughout the comparable communities. The Association also notes that the districts of Coopersville, Holland, Spring Lake and Zeeland all have the same Super-Med II insurance policy offered as Option B in West Ottawa's last contract, and that these are fully paid by the Employer. Similarly, Jenison's last effective collective bargaining agreement provided Super-Med II, while Grand Haven provides Super-Med I insurance

but with a deductible which brings its cost close to that of Super-Med II.

The Association does not seriously dispute the enormous rise in insurance premium costs cited by the Employer. However, it does urge that such a rising cost is not unique either in comparison to other school districts or in comparison to other administrative expenses. The Association concludes that regardless of the rise in insurance premiums, such premiums are unexpectable costs of doing business.

The Employer expresses confusion over the Association's opposition to the Employer's proposal to add yet another option to Section 13.08. The MEA Director of Marketing Services testified at the hearing as to the intent behind the development of the Ultra-Med 500 program. Ultra-Med 500 introduces incentives intended to curtail indiscriminate health care utilization with a resulting impact on the progression of premium rates while providing the insured access to additional termination pay. At the heart of this program is up to a Five Hundred Dollar ($500.00) deductible on insurance coverage with a concomitant establishment of a supplemental severance account. Any deductibles that must be paid are taken out of the insured's severance account, the account being funded by the Employer. The Employer argues that the use of this option would decrease costs to the Employer and the insurance carrier, while providing identical benefits as the Super-Med II program to the employees. Finally, although the Employer recognizes that the Ultra-Med 500 program is new, it is offered by an established insurer.

The Association argues that the Ultra-Med 500 program is new and untried, and that there has been no showing that it would save the district any money whatsoever. Further, it argues that the Employer has offered no evidence or testimony that an employee in the district would take this option even it were available. It also notes that no other comparable community has adopted use of the Ultra-Med 500 plan.

FINDINGS OF FACT

In support of their own proposals, both parties have mischaracterized the nature of the benefit contained in Section 13.08. Although each individual teacher has some discretion over the type of coverage obtained, the benefit received pursuant to Section 13.08 is that of health insurance coverage. The benefit is not vested money, the benefit is not premium money. Although two comparable districts do provide for use of unused premiums as payment toward annuities, those agreements were arrived at by mutual consent of the parties involved. The Association's attempt to utilaterally convert one type of negotiated fringe benefit into another type of benefit not agreed upon is without merit.

Similarly, the Employer's characterization of the benefit obtained under Section 13.08 is in support of its position that it is only the premium amounts for which bargaining is made is incorrect. Again, it is the insurance coverage itself which is the benefit. Thus, the Association's observations regarding the raise in rates as an expectable aspect of such negotiated benefits is on the mark. It is also true that the Employer's premium cap proposal is well outside the accepted past practices of the parties. Further, such a premium cap is highly unusual in teacher labor contracts.

Like the Employer, the fact finder had difficulty understanding the Association's opposition to the addition of another health insurance policy option to Section 13.08. If the Employer had sought to require employees to use the Ultra-Med 500 program, the Association's position would be understandable. However, the Employer merely offers Ultra-Med as an addition to the various policies from which the individual teacher may choose his preference. The testimony did establish that the Ultra-Med 500 program was designed around established behavioral patterns which can and should induce reduction of waste in the medical care area. If, in fact, there are Association members who would desire to select the Ultra-Med program, then that selection would not operate to the detriment of any other employee, and the option should be available. Further, if the Ultra-Med 500 program does, in fact, reduce costs as it is intended and expected to do, the savings realized by the Employer can only enhance the interest of all concerned in the future.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole and the arguments of the parties, the fact finder makes the following recommendation:

That the language of Article XIII, Section 13.08, be retained as set forth in the parties' 1981-82 collective bargaining agreement, provided, however, that the present Option C be designated as Option D, and references throughout Section 13.08 altered accordingly. Provided further, that it be incorporated into Section 13.08, and that this new Option C be subject to the same provision of selection and premium payment as the present Options A and B. Further, inserted between the summaries of Option B and the now Option D the following:

"Option C - Full coverage as desired by the teacher under school employer's trust Ultra-Med C500 Program."

Issue 12. Dental Insurance

The parties 1981-82 collective bargaining agreement provides the following in Section 13.09:

> "Dental Insurance. The Board shall provide each member of the bargaining unit with Delta Dental coverage as per plan C0-1, as described in the 5th edition 1975-76 brochure published by MESSA.
>
> Effective October 1, 1980, the dental coverage shall increase to EW/0-7 (80-80-80)."

The Association proposes to amend Section 13.09 to read as follows:

> "Dental Insurance. The Board shall provide each member of the bargaining unit with Delta Dental coverage as per plan EW/007 (80-80-80), as described in the 1981-82 brochure published by MESSA."

Finally, the Employer proposes the following version of Section 13.09:

> "Dental Insurance. The Board will provide for each member of the bargaining unit up to $30.41 per month toward the premium of Delta Dental plan EW/0-7 (80-80-80). Benefits provided under said plan shall be those as of September 1, 1982."

The Association's proposal would upgrade current coverage to the extent that orthodontic benefits available would be increased from an $800.00 maximum to a $1,300.00 maximum per policyholder. The Association contends that this upgrade in policy would only amount to an 8.3% increase in premium over the present provision's cost. It also notes that Coopersville and Hudsonville employees already have the upgraded program requested now by the Association. Further, it argues that West Ottawa's term life insurance policies are substantially

lower than those for comparable districts, and that the Association does not now seek an increase in term life insurance because it accords the dental program with greater priority. Thus, concludes the Association, its willingness to seize on the life insurance issue justifies an increase in dental benefits.

As to the Employer's proposal to place a premium cap upon dental insurance, the parties advanced arguments identical to those discussed in the previous section on premium caps for health insurance premiums. Again, the Association contends that such a cap is totally unacceptable, and contrary to the traditional practice of the parties. Further, the Association disputes the Employer's cost estimates as to this program, particularly since Employer Exhibit 85 showing the expected 1982-83 rate for the current dental program refers to all employees in the West Ottawa district insured by MESSA, as opposed to merely the cost attributable to Association membership.

The Employer reiterates its belief that the Association and its members are not fully cognizant of just how much providing insurance benefits takes out of the finite resources from which the Employer must manage to provide educational services to the community. It contends that since the 1977-78 school year, its cost for dental insurance premiums has increase 163.3%. Further, it contends that the current year's rates for the present program, at $30.41 per teacher per month, is even now financially burdensome. Again, the Employer points out that it is not designed to cover the offered insurance plan for the current year.

FINDINGS OF FACT

Dental insurance under the present policy, for the group including Association members, costs the Employer $29.76 per teacher per month. This increase is approximately 2% over the prior year's pre-

miums. While true, these figures are not overly helpful because the Employer has, in fact, built a base upon the entire group of employees within the program, a group which includes those other than teachers. Thus, for actual budgeting purposes, the Employer's original figure of $30.41 is more accurate. The $30.41 premium represents an 8% increase over last year's premium costs, and brings the total inflation since the inception of the program in the 1980-81 school year to 20%.

The upgrading of the dental policy as requested by the Association would further aggravate the increase in cost to the Employer as to this benefit. Only two of the seven comparables provide as great a coverage as is requested by the Association here. Again, those benefits were obtained through mutual agreement, and not imposed by any outside authority. Further, although there can be no doubt that upgraded policies are of benefit to effective employees, there has not even been a suggestion made by the Association that the current policy does not meet the needs of most of its members.

Conversely, the Employer is also too extreme. Again, it argued for a premium cap which is unpresidented between the parties. Significantly, although employees other than the Association's members are provided the same benefits as teachers under the current program, there has been no suggestion made by the Employer that these other employees have even been asked to assume all future premium obligations arising from an increase in premium.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole and the arguments of the parties, the fact finder makes the following recommendation:

That the language contained in Article XIII, Section 13.09 of the parties' 1981-82 collective bargaining agreement be retained unchanged.

Issue 13. Life Insurance

Section 13.10 of Article Article XIII of the parties' past collective bargaining agreement provides:

> "Life Insurance. The district shall MESSA term life insurance protection in the amount of $10,000.00 that will be paid to the teachers' designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Effective October 1, 1977."

The Association's proposal is to retain Section 13.10 in its present form. The Employer, however, proposes the following substitution:

> "13.10. Life Insurance. The Board shall provide for each member of the bargaining unit up to $2.60 per month toward the premium of MESSA term life insurance protection in the amount of $10,000.00 that will be paid to the teachers' designated beneficiary. In the event of accidental death, the insurance will pay $20,000.00, subject to the rules and regulations of the insurance carrier."

The only dispute between the parties as to the life insurance provision is whether or not the Employer ought to be permitted to place a premium cap upon life insurance premium obligations. The Association contends that the relative cost of this insurance premium to the Employer is minimal. Further, it notes that while the consumer price index has increased by 48.5% in the last five years, premium cost to the Employer for this particular benefit has risen by only 30%. Once again, the Association argues that the proposed premium cap is contrary to all prior agreements between the parties, as well as unique throughout the county.

Curiously, the Employer's estimate of the increase in life insurance is 23.8 percent, less than that purported by the Association. Nevertheless, the employer again asserts that continuing contract language would obligate it to pay for "unbargained for increases" is patently

unfair. Once again, it reiterates all its arguments as to the appropriateness of a premium cap on life insurance as being those same arguments as were set forth regarding dental and health insurance premiums, including the fact that the flat weight limit proposed equals this years cost on present policy.

FINDINGS OF FACT

For the 1981-82 and 1982-83 fiscal years, the term life protection afforded comparable communities' teachers places the West Ottawa district well at the bottom on a comparable ranking scale, as is illustrated below:

Community	1981-82 Term Life Limit	Community	1982-83 Term Life Limit
Grand Haven	$ 30,000.00	Coopersville	$ 40,000.00
Holland	20,000.00	Grand Haven	30,000.00
Hudsonville	20,000.00	Zeeland	30,000.00
Jenison	20,000.00	Hudsonville	25,000.00
Zeeland	20,000.00	Holland	20,000.00
Holland	20,000.00	Spring Lake	15,000.00
Spring Lake	20,000.00	West Ottawa	10,000.00
Coopersville	10,000.00	Jenison	N/A
West Ottawa	10,000.00		

Clearly, maintianing the current contract status quo as is requested by the Association still puts the Employer in a relatively enviable position. A point by point address of the parties' arguments as to the propriety of a premium caption would be unduly repetitive. Suffice it here to state that the Employer

has not advanced any reason in addition to any of the ones previously discussed which would place its proposal regarding life insurance premiums in a better light than that cast upon the similar proposal as to other insurance policies.

RECOMMENDATION

Based on the foregoing reasoning, the record as a whole and the arguments of the parties, the factfinder makes the following recommendation:

That the language of Article 13, Section 13.10 be retained as is set forth in the party's 1981-82 collective bargaining agreement.

ISSUE 14.

LONG TERM DISABILITY INSURANCE

The Association proposes the addition of a new section to Article 13, section 13.11, to provide:

> Long Term Disability Insurance. The Board shall provide without cost to the teachers MESA long term disability insurance for all teachers. Benefits shall be paid at a rate of 66-2/3% of the teacher's salary. Benefits shall be paid on a daily (per diem) basis for the remainder of the school year in which payments begin and shall be paid on a monthly basis beginning in September of the following school year. For a disability that commences prior to age 61 that is a continuous disability, benefits shall continue for the duration of the disability up to age 65. For a disability that (1) commences at age 61 or after, or (2) a recurrent disability after six months return to work that commences at age 61 or after, benefits are payable for five (5) years or until age 70, whichever occurs first. Benefits shall begin after expiration of the greater of: (1) the teacher's paid sick leave, or (2) 60 calendar days.

The Employer would not maintain the present contract language; that is, no provision for long term disability insurance.

The Association points to comparable communities for support of its proposal. It notes that the districts of Coopersville, Grand Haven, Hudsonville, and Zeeland have long term disability program benefits. The Association estimates that the cost for a long term disability benefit plan in West Ottawa would be $58,000.00 per year.

The Association argues that this issue is one of high priority and concern to its members. It states that it has heard no objection whatever to the program from the employer, and notes that no testimony or evidence was submitted by the employer on this issue at the hearing. It thus concludes that there is no reason that the benefits should not be extended to West Ottawa teachers.

The Employer emphasizes that the communities of Jenison, Spring Lake and Holland provide no long term disability insurance. Further, three of the districts cited by the Association as providers of long term disability insurance also provide only SuperMed I health insurance.

The Employer argues that these are not the times in which benefit programs should be added. Given the price tag of over $58,000.00 per year, the Employer contends that the money should be spent elsewhere.

FINDINGS OF FACT

The $58,000.00 per year cost estimate provided by both parties is somewhat conservative, for that figure was arrived at based upon last year's payroll figures. Accordingly, any raise in salary rates, whether due to negotiated or awarded pay raises,

or progression along the pay scale due to longevity or an increase in educational training, will further increase the cost of the long term disability program. Finally, continued inflation will no doubt serve to raise the premium cost to the Employer each year.

While the factfinder has already concluded that the employer's pleas of financial destitution are not accurrate, the facts apparent here weigh against institution of this new benefit program at this time. State and federal aid in the form of grants or otherwise continue to be cut back, while inflation continues to increase all the Employer's costs of operating the school system. Further, the millage election in June of 1982 resulted not only in the denial of additional millage for the West Ottawa School System, but the voters at the same time rejected the maintenance of a pre-existing building fund.

In short, the Association's proposal to institute a new program which would cost the Employer over $58,000.00 this year alone is ill-timed.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole and the arguments of the parties, the factfinder makes the following recommendation:

That the Employer's proposal to maintain the status quo by not instituting a new long term disability insurance benefit program be adopted.

ISSUE 16.

VISION CARE

Another new provision proposed by the Association would add section 13.12 to the parties' collective bargaining agreement, providing as follows:

> Vision Insurance. The Board shall provide without cost to the teacher MESSA full family vision care plan II to all teachers, their spouses and their dependents as defined by MESSA. Internal and external coordination of benefits shall be included.

The Employer proposes that no such new contract section be adopted.

The Association estimates that its proposed plan II MESSA vision care would cost the employer approximately $30,000.00 per year. It notes that the Coopersville School District has the identical vision care plan and the Grand Haven District also had a vision care plan. The Association attributes the relative scarcity of this type plan to the newness of its availability. Nevertheless, it argues that it offers to teachers and their families a significant benefit. Finally, the Association argues that, on balance, the fringe benefit package proposed by the Association compares favorably with other comparable districts.

The Employer contends that the need for such an expense, which it also estimates at approximately $30,000.00 per year is not apparent on the record here. The Employer also suggests that none of the comparable school districts provide vision insurance except perhaps as an option for those not electing to take health insurance. As was true of its argument regarding long term

disability insurance, the Employer suggests that this is an inappropriate time in which to add a new benefit at so great a cost.

FINDINGS OF FACT

A review of the collective bargaining agreements of the Coopersville and Grand Haven school districts does not fully support either party. A search of the Coopersville collective bargaining agreement discloses no provision for vision care insurance. However, the Coopersville contract submitted by the party expired on August 24, 1982, thus pre-dating Association Exhibit 35, which shows the vision plan to have been adopted for the 1982-83 academic year. On the other hand, the Employer's suggestion that new vision care provisions in comparable collective baragaining agreements are merely options for those not electing to take health insurance is inaccurate. Article 21 Seciton J-5 of the current Grand Haven collective bargaining agreement clearly provides vision care insurance benefits to Grand Haven teachers, unqualified by an individual's selection or use of any other of the contractural insurance benefits.

The community of Coopersville is the only comparable community which provides a vision insurance benefit comparable to the one requested by the Association here. Significantly, the great majority of Ottawa County School Districts provide no such vision care insurance benefits.

The Association has proposed a brand new benefit for its members, and one with a not insignificant price tag. Given the relative uniqueness of vision care insurance as a fringe

benefit in teacher contracts, as well as its significant cost to the employer, this does not appear to be an appropriate time to adopt the Association's proposal.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole and the arguments of the parties, the factfinder makes the following recomendation:

That the Association's proposal to add section 13.12 to the collective bargaining agreement, incorporating a new vision care insurance benefit plan, not be adopted.

ISSUE NO. 17

SCHEDULE B FORMULA

Schedule B, attached to and incorporated in the parties' 1981-82 collective bargaining agreement, sets forth a lengthy list of extra-ciricular positions within the school system. Included within this list are such things as the coaching of sports, academic and social club advisors, theater direction, and directors and coordinators of various tangential educational programs. Each of the enumerated positions is appointed a mutually agreed upon number of points, upon which compensation for the respective positions is based. The current schedule B sets the value of each point as follows:

> Schedule B - The value of each point in section I and II shall be $56 for all activities associated with the 1981-82 school year.

The Association proposes a substantial revision of the schedule B valuation system. Although it does not suggest altering the actual points assigned to each position, it proposes to change the concomitant method of remuneration as follows:

> Schedule B - The value of points in section I and II shall be .4% of the base salary for all activities associated with the 1982-83 school year. Positions and points in sections I and II will be as recommended by the Schedule B Committee.

The Employer proposes that the present contract language be retained as is.

The Association argues that the value of extra-curricular activities to the student body is great, that extra-curricular activities constitute an important part of a total student growth and development. It maintains that there is no reason that extra duty personnel should accept a smaller percentage increase then

is gained by a classroom teacher through salary raise. Further, it argues that altering the schedule B formula to a percentage of salary to constantly renegotiate the point value each year.

The Association also argues that even if the base salary proposed by the Association were adopted, the total increase in expenses for scheduled B salaries for 1982-83 would amount to $9,225. Impliedly, the Association contends that such an increase is minimal.

The Employer once again argues that the $9,000 it would cost to implement the Association's proposal is inappropriate at this time. It notes that that increase represents approximately 10% of the total cost of schedule B for the 1981-82 academic year.

Further, the Employer urges that any move toward integrating the point evaluation system to the salary schedule would cause unnecessary complications in future bargaining processes.

FINDINGS OF FACT

The parties' current schedule B sets forth 139 separate duty positions. Each position is afforded anywhere from 3 to 34 points. These points are set by a committee, based upon assessments of the relative value of and difficulty in performing the enumerated positions.

In view of current and future financial considerations, already discussed repeatedly, this would seem an inappropriate time to increase the cost of non-instructional activities by the 10% proposed by the Association here. On the other hand, the extra-curricular duties performed by the Associations' members do provide the school system and its students with a valuable

and integral aspect of nonacademic education. Particularly in view of continuing inflation, it would seem appropriate to afford those teachers who dedicate extra efforts to extra-curricular activities some increase in related remuneration.

However, to tie in the schedule B point system with the base salary, as the Association proposes, would not comport with the nature of the schedule B point system. There exists a distinct lack of rationale for relating extra-curricularwages to the teachers' salary schedule. For instance, a teacher with a Masters degree in English and 15 years seniority would receive more in base salary than a teacher with a Bachelors in Science and only three years seniority. Under the Association proposal, the English teacher would receive substantially more for performing the function of football coach than would the Science teacher, yet there is absolutely no reason to believe that the English teacher would perform the functions of football coach any better than the Science teacher. In fact, such a system appears patently inequitable.

The Employer proposes that no increase in all be afforded to employees performing extra-curricularduties. By contrast, the Association propounds a 10% increase. Inasmuch as neither party has offered comparable data suggesting more readily appropriate amount of increase, a compromise at the midway point of 5% would seem most fair. Although a 5% increase does not fully make up for the rate of inflation in the past year, salary increases of all types must be made with a judicious eye toward the district's recent millage losses and other financial difficulties.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole and the arguments of the parties, the fact finder makes the following recommendation:

> That the introductory clause of schedule B of the parties' 1981-82 collective bargaining agreement be amended to provide as follows:
>
> Schedule B - The value of each point and section I and II shall be $59 for all activities associated with the 1982-83 school year.

ISSUE NO. 19

SUBSTITUTE TEACHER PAY

Section IV of the parties' 1981-82 schedule B supplement to their collective bargaining agreement provides as follows:

> The salary per day for a substitute teacher shall be $41. Substitute teachers shall be paid according to the above rate or as provided in §6.07.

Section 16.07, referred to above, provides:

> Substitute teachers shall have the same responsibilities as the person for whom they are substituting. They will be expected to carry the same work load and put in the same hours as the person they are replacing. Substitute teachers shall be paid a per diem salary as established in schedule B, §IV, for individual days of employment. When a substitute teacher works consecutive days, replacing one teacher or many, the pay shall be according to schedule A, excluding insurance benefits, beginning with the sixteenth (16) consecutive day and for each consecutive day thereafter.

The Association proposes to amend §4 shedule B as follows:

> The salary per day for a substitute teacher shall be .3% of the base. Substitute teachers shall be paid according to the above rate or as provided in §6.07.

The Employer proposes to retain schedule B as is.

In support of its proposal, the Association argues that substitutes, because contractually required to perform the same duties as full time teachers, ought to be paid a rate based upon the salaries of the Association's full time teaching members. Although it recognizes that West Ottawa currently affords substitute teachers the second highest pay rate of any district in the county, it nevertheless argues that the schedule B rate ought to be further upgraded. In support of this contention, the Association points out that the West Ottawa District is the only one in the county which incorporates substitute teachers in the regular teachers' bargaining unit. Thus, it concludes, the rates afforded unorganized

substitutes ought not to be compared. Further, it suggests that those unorganized individuals can bargain their own rate at any time during the school year.

The Association's proposal of .3% figure is only slightly higher than the effective percentage of the current flat salary rate of $41 per day. Based upon the 1981-82 salary schedule, that $41 rate constitutes .2893% of the lowest base salary. By contrast, the Association points to recent raises in substitute pay in the districts of Holland (16%) and Jenison (16%).

Once again, the Employer argues that compensation provisions with automatic tie in to the base salary schedule are to be avoided. It again expresses its fears that such a provision would further complicate future bargaining. It also maintains that, based upon the Association's proposed salary schedule, the conversion of the substitute salary to a percentage of base salary would result in a 13% increase in substitute pay.

FINDINGS OF FACT

Comparable commmunities provide the following per diem rates of pay for substitute teachers:

Coopersville - $40.04 (1981-82 figure)
Grand Haven - $42.00
Holland - $42.00
Hudsonville - $35.00
Jenison - $35.00
Spring Lake - $35.00
Zeeland - $35.00

As was admitted by the Association, West Ottawa's current substitute pay rate is competitive, even accounting for the recent rate hikes in the Jenison and Holland School Districts. Using the Association's 1982-83 proposed wage base, as well as it's proposed

method of computing substitute pay, the 1982-83 per diem rate for substitute teachers would be $46.12. That figure is well beyond the compensation offered by any other school district in the county.

Nevertheless, there is some merit in the Association's argument regarding the reasonableness of comparing West Ottawa's substitute compensation figures with those of other districts, for substitute teachers in other districts are not included within the collective bargaining unit. Conversely, the extensive duties imposed upon substitute teachers in West Ottawa suggest that a more appropriate comparision might include the examination of increases afforded bargaining unit members.

The Association's suggested increase would constitute a full 12% raise in substitute teachers salaries. Thus, not only is the actual per diem remuneration out of line with comparables, but the proportionate increase represented by that figure, is, as will be discussed in more detail in a later portion of this report, out of line with the salary increases granted to other teachers.

The Association exhibit #36, setting forth the salary increases of comparable districts for the 1982-83 year, shows a range in the average percent of increase of between 6.6% to 8.2%. The actual percent of increase received for each district ranges from 2.9% to 8.8%. However, as was admitted by Association witness Stan Burnell upon cross-examination, the figures provided in Association exhibit #36 do not account for lesser percent increases for certain periods of the contracts involved. The 6.6% increase reported for Zeeland, for instance, is affective only in the second semester. For the first semester of 1982-83 academic year, the increase was

1.6%, with an additional 5% increase the following term. Effectively, Zeeland employees received a 6.1% increase for the year. It is also significant that the greater increases received in certain districts tended to go towards those bargaining units who had previously been on the lower end of the salary scale ranking for all the comparable communities.

Because the substitute pay scale here already establishes West Ottawa's substitute teachers in the high range of comparables, and in view of the district's current financial difficulties, a figure somewhat less than the average 1982-83 salary increase would more reasonable and appropriate here. Certainly, the Association's proposed 12% increase is unacceptable.

Adjusting the per diem rate for West Ottawa's substitute teachers to $43.50 would provide an effective increase of 6%. A 6% raise would constitute a percentage increase just below the average of that figure for other communities in the 1982-83 academic year.

RECOMMENDATION

Based upon the foregoing reasoning, the records as a whole and the arguments of the parties, the fact finder makes the following recommendation:

> That §4 of schedule B of the parties' 1981-82 collective bargaining agreement be amended to provide as follows:
>
> The Salary per day for a substitute teacher shall be $43.50. Substitute teacher shall be paid according to the above rate or as provided in §6.07.

Issue 21 -- Early Retirement Incentive

The Association propses an entirely new provision to be incorporated into the parties' collective bargaining agreement, to provide as follows:

> Early Retirement Incentive. Any teacher fifty-five years of age or more and at the top of any column of the salary schedule may elect to retire from the West Ottawa School district, such retirement to commence at the end of the semester in which the teacher qualifies and applies for retirement.
>
> The teacher shall receive the following benefits: 1. The Board shall continue to provide single coverage health insurance benefits on the same basis as all others in the bargaining unit in accordance with the provisions of the applicable master agreement in effect. 2. The Board shall pay the teacher the sum of ten thousand dollars ($10,000) within thirty (30) days after the last birthday of the teacher, and two thousand dollars ($2,000) each year thereafter on the same date.
>
> These benefits shall terminate the month the teacher attains the age of sixty-five (65) years, begins drawing Social Security retirement benefits, or dies; whichever occurs first.

The Employer proposes that there be no such new provision. The Association argues that the early retirement incentive would benefit older teachers by affording an earlier retirement age, younger teachers by affording a broader job market, and the West Ottawa school district itself by presenting significant cost savings. Although no evidence whatsoever was presented at the hearings regarding this issue, to arrive at its conclusion regarding cost savings to the district, the Association presented a rather extensive analysis of the effects of its proposal in its post hearing brief. That example assumed a senior teacher with a Master's degree retiring five years before the traditional retirement age of sixty-five. Based upon the 1981-82 salary schedule, that teacher would earn $125,405.00. By contrast, replacement of the

retiring teacher for those five years by a new teacher would cost the district approximately $81,482.00. If the benefits to be paid to the retired teacher are added to the new teacher's estimated salary, the total cost for the program, in this example, would be $108,560.00. Thus, concludes the Association, in this one example the district would save $16,845.00.

The Employer opposes this proposal for several reasons. First, it notes the Association's failure to introduce evidence on this issue at the hearing. Second, the Employer points out that the experience of the retiree would be lost, and questions the wisdom of early retirement in this context. Third, the Employer urges that without an actuarial study reasonably applicable to West Ottawa schools, it is impossible to determine whether the Association's proposal does in fact provide an incentive for early retirement. The Employer suggests that the proposal may in fact only provide benefits to those who would choose to retire at an early date in any event.

FINDINGS OF FACT

On its surface, the Association's analysis of the cash flow resultant from its early retirement incentive proposal appears attractive. However, no serious analysis of the impact of this proposal was presented at the hearings. Although all of the Employer's arguments have merit, the Employer's concern that only those who would retire early anyway will take advantage of these benefits has the soundest foundation. The Association's proposal provides, after the initial payout of $10,000 immediately upon retirement, for a stipend of only $2,000 per year. There can be no doubt that no matter how frugal a retiree may be, $2,000 per year would not afford a retiree anything

more than a poverty level existance. The inevitable conclusion is that the Association's proposal in actuality provides no retirement incentive, but would only be used by those whose financial circumstances and personal inclinations would prompt them to retire at an early date, regardless of the institution of this particular proposal. Further, the Association's argument regarding savings does not take into account the intangible loss of the skills of a highly educated teacher of many years' experience.

Finally, it is noteworthy that only one other comparable community, Spring Lake, provides any program similar to the Association's proposal. Further, the Spring Lake collective bargaining agreement provides only a fraction of the benefits proposed by the Association here. Spring Lake's initial payout is $3,000, and its yearly stipend is $1,000.

Clearly, the Association's proposal is not comparable with any other school district's provision throughout Ottawa County. Further, without more substantial evidence as to the costs, effects, and needs for such a proposal, its institution is unjustifiable at this time.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole, and the arguments of the parties, the fact finder makes the following recommendation:

That the Association's proposal to incorporate into the parties' 1982-83 collective bargaining agreement an early retirement incentive program not be adopted.

Issue 22 -- Sick Leave Bank

The Association proposes to add the following new provision to the parties' collective bargaining agreement:

Sick Leave Bank. For every employee in the bargaining unit,

> the district shall place one (1) sick leave day in the sick leave bank. The district shall raise the total number in the bank to the total number of bargaining unit members at the beginning of each school year. The Association shall administer the sick leave bank and its accounting system.

The Employer proposes that no such new provision be included in the parties' collective bargaining agreement.

The Association argues that its sick leave bank proposal is necessary for the protection of Association members who may suffer catastrophic illness or injury. It expresses special concern for those employees who have not yet accumulated any significant number of sick days, and who would consequently suffer financial distress from a major illness after a relatively short period. The Association also suggests that the costs to the Employer would be minimal, although it did not offer into evidence any opinion, projection, or estimate as to what that cost might be.

The Employer questions the cost effectiveness of the Association's proposal, as well as its potential impact upon employee work habits.

FINDINGS OF FACT

This is another issue about which neither party submitted any significant evidence, and about which there is little factual dispute. Although the Association suggests that its proposal would give rise to only minimal costs, as noted above, no specific data on this point was offered.

The parties' present sick leave provisions allow a teacher to accumulate as much as 100 days of sick leave. The sick leave days accumulate at a rapid pace, 15 days being allocated for the first year of employment, and another 10 for each school year worked thereafter. Thus, after only three years of employment, the present contractual provisions provide an ill teacher with five full weeks of sick leave.

Such a provision is not unreasonable.

The Association has offered no substantial justification for its proposal, nor any accounting of the costs or other potential impact of its sick leave bank. Without more, the adoption of the Association's proposal would be unreasonable and unjustifiable.

RECOMMENDATION

Base upon the foregoing reasoning, the record as a whole and the arguments of the parties, the fact finder makes the following recommendation:

That the Association's proposal regarding the creation of a sick leave bank not be adopted.

Issue 23 -- Paid Accumulated Sick Leave

The Association proposes yet another new provision to be incorporated into the parties' collective bargaining agreement:

> Paid Accumulated Sick Leave. Teachers who have been in the district for five (5) or more years shall upon retiring or resigning receive an amount equal to their accumulated sick leave days times $50.00.

Once again, the Employer proposes that the status quo be maintained.

The Association is frank in stating that the purpose of this provision is primarily to reward teachers for their service upon an individual teacher's departure from the school system. It adds, however, that in conjunction with that reward, the tie in of the cash out provison with accumulated sick leave days benefits the district by providing an incentive to teachers to minimize use of sick leave days during their employ.

The Association notes that the district of Grand Haven provides a termination pay of $60.00 per year of service, and that the

Coopersville collective bargaining agreement provides a cash pay out of $10.00 per day of unused sick leave upon a teacher's retirement.

The Association recognizes that its proposal that a $50.00 per day of unused sick leave computation be adopted provides a significantly higher benefit than is provided in the Coopersville contract. However, it states that the $50.00 figure is a bargaining figure only, and suggests that a figure constituting less than what a substitute is paid daily would be appropriate.

The Employer maintains that sick leave ought to remain just that. That is, a benefit provided to the employee in recognition that everyone is occasionally subject to temporary disability due to disease or injury. It maintains that sick leave ought not to be converted into a termination bonus. Further, the Employer maintains that there is no widespread abuse of sick leave by Association members at present, and that the expense of sick leave pay out to the entire bargaining group is a non-cost effective approach to the problem.

FINDINGS OF FACT

The single comparable district that provides for pay out of actual sick leave establishes that the Association's proposal is well beyond local standards. The Coopersville collective bargaining agreement provides for a pay out of $10.00 per day, as opposed to the Association's proposed $50.00 per day schedule. Although the Association has expressed a willingness to accept a lower figure, it has not submitted any convincing evidence as to the truly appropriate figure. Indeed, were the comparables used as a basis for fixing the appropriate amount of compensation, there would be none.

Another significant distinction between the Coopersville contract and the Association proposal is contained in the criterion for qualification. The Coopersville contract allows pay off of sick leave only upon retirement. However, the Association's proposal would allow a teacher voluntarily leaving after only five years of service to receive a cash-in of sick leave days at a much higher rate of compensation.

Quite simply, there does not appear on the record here any evidence justifying adoption of a proposal which could potentially require the Employer to pay out $5,000 to a single employee upon his voluntary resignation from the school system.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a whole, and the arguments of the parties, the fact finder makes the following recommendation:

That the proposal of the Association regarding the establishment of a termination pay out based upon accumulated sick leave not be adopted.

Issue 24 -- Salary Schedule

The parties' 1981-82 collective bargaining agreement sets forth teacher salaries in Schedule A of that collective bargaining agreement. Appended hereto as Attachment A is a copy of the 1981-82 salary schedule. As is common with teacher salary schedules, the parties' salary schedule sets forth a grid providing varied salary amounts according to a teacher's longevity and continuing education. In Attachment A, nine columns ranging from Bachelor's degree through PhD set forth the steps attained through graduate level education. The schedule also contains the 14 schedules reflecting yearly longevity. Thus, there are 126 attainable salary levels, ranging from $14,170.00 to $26,781.00. Assuming the minimum salary figure as a factor of one, each possible step within the salary schedule presents a small increment from that base, culminating a factor of 1.89 for the maximum salary to a teacher attaining a specialist or PhD Degree.

Also attached as Attachment B is the Association's proposal for adjustments to the salary schedule for the 1982-83 academic year. The Association's proposal retains the nine separate columns for educational achievement, but adds a 15th row to the schedule, based upon another longevity increase in a teacher's 18th year of seniority. In addition to that adjustment, the Association's proposal would provide a 9% increase on the base salary and numerous adjustments of varying size in the incremental factor.

The Employer proposes to retain the 1981-82 salary schedule for the entire 1982-83 academic year.

The basis for the Association's proposal is two-fold. First, the Association offered several documents showing the continuing rise in the consumer price index and the result in loss in real dollar income to its members due failure of the parties to agree to salary increases concomitant with the inflation rate. From these figures, the Association concludes that to regain what its members have lost since 1970, the base salary would have to be increased by $2,862.00 more than the Association is even asking at this time.

The Association's second major argument is based upon comparables. For the 1981-82 academic year, West Ottawa's salary schedule ranked approximately midway among the eight total comparable communities. Specifically, it ranked fourth in BA base salary, first in the BA maximum salary, fifth in the MA minimum salary, fourth in the MA maximum salary and second for overall maximum possible salary. In addition, Association Exhibit 36 demonstrates that if the Employer's proposal to retain the present salary level were to be adopted, West Ottawa's ranking in each of these categories would be last.

The Association also urges that the comparables justify its proposed addition of yet another longevity row to the salary schedule. At present, the last longevity step provided is at the 15th year of employment. The Association notes that the communities of Zeeland, Coopersville, Holland, Grand Haven, and Hudsonville all have longevity steps beyond the 15th year of employment.

The Association argues that its nonuniform proposed increases are an attempt to bring the various levels of compensation in the West Ottawa School District in conformance with comparables. Its proposed wage increase factor adjustment for each entry of the salary schedule range from no increase in the factor to an addition of .4%. For the most part, as is summarized in the Association's

Appendix B to its post-hearing brief, the increase in factor is concentrated in the higher longevity, higher educational achievement categories. The single greatest increase is, however, in the Bachelor degree columns for persons with nine or more years of longevity.

The Employer argues that the Association's comparables are not appropriate. It argues that not all school districts are alike, not all work environments the same, not all teaching duties alike, and not all Employer financial situations are the same. It reminds the fact finder that the inflation used by the Association to justify its proposal has likewise affected the Employer's spending power, for all operating expenses including employee salaries.

The main thrust of the Employer's position is ability to pay. It argues that the Association's demands, which constitute a 10.3% increase in costs for salaries alone, are not justifiable. The Employer maintains that future losses in state aid and current millage defeats continue to threaten its financial condition and it perceives its shrinking reserve fund as dangerously low.

Further, the Employer argues that it is already paying teacher salaries pursuant to a generous schedule. It contends that even continuing the 1981-82 salary schedule without a raise through this academic year, West Ottawa teachers wouls still not be the lowest paid teachers among the comparables.

The employer also points out that if it adopted the salary schedule of the communities of Halland, Coopersville, Spring Lake, or Zeeland, it would save thousands of dollars. In fact, the Holland salary schedule would result in a $276,565.00 savings.

FINDINGS OF FACT

The party's current salary schedule was last revised for the 1981-82 academic year. As a result of negotiations, Association members received a flat 9% increase in pay. An examination of the increases for comparable communities for the 1981-82 year shows the 9% increase to be very much in conformance with the average increase received for all other school districts.

For that same year, West Ottawa ranked midway in actual salary amounts as well. Based on the benchmarks used by the Association here, and excluding the Association's use of the Ottawa Area Intermediate School District, West Ottawa ranked in the following manner: BA based, fourth; BA maximum, first; MA minimum, fourth; MA maximum, third; and maximum salary on schedule, second place. Further, even where West Ottawa teachers ranked fourth upon the comparables, such as the MA minimum level, the actual dollar difference between the average rate of compensation was comparatively small. Again, at the MA minimum level, the difference between the West Ottawa salary level and the average salary level was a mere $4.00.

Similarly, West Ottawa's other employees tend to range midway among the comparables. For the 1981-82 academic year, West Ottawa School Systems Superintendent ranked second of seven,

its Assistant Superintendent second of five, its business manager third of seven, its high school principals fifth of seven, and its assistant high school principal third of seven.

It is clear from the voluminous records submitted that West Ottawa has traditionally been neither the leader nor the lagger in salary compensation for its school system employees. Rather, compensation levels and range of increase comport favorably with overall county averages.

Although the Association argues that it ought to receive another longevity step, based upon a comparable analysis, the Association's argument ignores the fact that the West Ottawa salary schedule at present contains steps for educational achievement better than can be found elsewhere in the county. In effect, the number of salary increments available to Association members under the current salary schedule structure can be compaired favorably with all other collective bargaining agreements.

The parties' disagreement as to the results of maintaining the 1981-82 salary rates into the current academic year are based on the use of differing comparables. The Employer's exhibit 81 incorporates three communities not accepted here for comparable purposes. Significantly, it is only these excludable communities which would rank below West Ottawa if the employer's proposal on salary were adopted. In view of West Ottawa's past ranking among comparables, as well as the equities involved in maintaining a salary schedule in the face of continuing inflation, the Employer's proposal is unacceptable. Even the other comparable school districts, who are facing much the same financial difficulties as is the Employer here, have in fact managed to afford their teachers some increase in compensation.

The question is, therefore, what level of compensation increase is appropriate. The Association's proposal of 9% increase in base, plus an increase in the varied salary schedule factors, constitutes over 10% increase in compensation overall. In round numbers, this would cost the district well over $400,000.00 extra dollars in salary. The Employer certainly has not budgeted that much additional money in planning its 1982-82, and its general fund reserve is not large enough to accomodate such an increase. Although it is clear that the Employer does in fact have the ability to pay at least a modest increase salary, it is equally clear that the increase demanded by the Association here is in excess of that financial capability.

The Association's suggestion to adjust the incremental factors at varying rates is supported by very little rational foundation. A review of the scattergrams submitted by the Association discloses the only discernable bases for its proposal in this regard. That is, the Association seeks its largest factor adjustment in those areas in which the majority of its members are currently located on the salary schedule. Certainly, this is a great advantage to the existing members. However, using such a criterion as a basis for salary adjustments would not only require repeated and confusing adjustments from year to year to accommodate the current demographics of the teaching population, but is inequitable to those Association members who happen to be located elsewhere on the salary schedule. In reality, the factors currently used compare favorably with those of other communities, and there has been no showing that they ought to be adjusted in any way.

As to the Association's request for a 9% increase in the base wage, Association asks for the single larges wage increase of all the comparable communities. Association Exhibit 36 was discussed at some length in a prior portion of this report regarding substitute teacher pay. As was noted at that time, Exhibit 36 indicates 1982-83 wage increases upon the comparables ranging from 2.9 to 8.8%, with averages for specific salary categories ranging from 6.6% to 8.2% increase. However, due to the Association's failure to incorporate within its exhibit certain smaller adjustments of the Zeeland contract during the first portion of 1982-83 year, these figures are somewhat high. Even a modest increase of 6% on West Ottawa's base salary would result in raising its ranking in the MA minimum category, and would result in compensation for each specified category only dollars away from average actual dollar compensation. In a 6% increase, however, West Ottawa's ranking would fall in the BA base, BA maximum, and MA maximum categories. Further, it appears a 6% increase would constitute several points of a percentage point lesser increase than the average. On the other hand, increasing the wage rights by 7% would raise the BA base salary to second place among the comparables. Although adjustments as to other specific salary levels would be less drastic, a 7% increase would still constitute an additional $310,000.00 of salary expense to the employer. Generally, a 7% increase would raise the salary level at West Ottawa into the upper half in comparable ranking. A third computation based upon a 6 1/2% across the board salary increase shows that West Ottawa teachers would generally remain in the upper half of comparables. With a

6 1/2% increase, the BA base would rank third, the BA maximum would rank third, the MA minimum would rank third, the MA maximum fifth, and the maximum salary on the schedule second. A 6 1/2% increase would equal, within a very small fraction of a percent, the rate of increase received on the average in the county for both BA and MA minimum salary levels. A 6 1/2% across the board increase in salary would cost the employer approximately $287,959.00 over 1981-82 salary expenses. Contrasted with the Association's proposal, this figure represents a $168,344.00 savings.

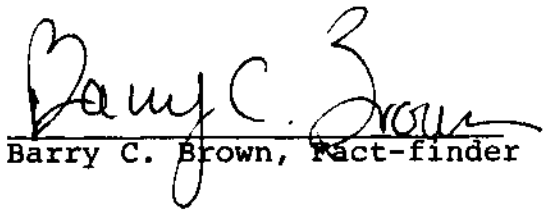
Of course, similar analyses could be made using innumerable other hypothical percentages of increase. Yet, based upon the comparables both in recent percentage of increase and in overall ranking, as well as the current financial situation of the employer, an across the board increase in the 6% to 7% range seems most appropriate. Further, the exact midpoint of this range, at 6 1/2%, seems equitable to both parties. The 6 1/2% increase would maintain the West Ottawa teachers at a salary level comparable in rank to past years. Further, although it represents almost $300,000.00 additional costs to the employer, it would be a significant reduction in increased costs over the Assocation's proposal. Finally, at the 6 1/2% level of increase, neither party would be subjected to irreversible financial difficulties.

RECOMMENDATION

Based upon the foregoing reasoning, the record as a a whole and the arguments of the parties, the factfinder makes the following recommendations:

That the parties' 1982-83 salary schedule be comprised of the same columns of educational achievement and rows of longevity as are contained in the 1981-82 salary schedule. Further, that the specific adjustment factor for each entry in the salary schedule remain as contained in the 1981-82 salary schedule. Finally, that the 1982-83 base salary, and consequently all specific entries within salary schedule A, be increased across the board at a rate of six and one half percent.

Dated: November 29, 1982



Barry C. Brown, Fact-finder

WCEA PROPOSAL 9/27/82

1	2	3	4	5	6	7	8	9
1.00 15,445	1.02 15,754	1.04 16,063	1.06 16,372	1.08 16,681	1.10 16,990	1.12 17,299	1.14 17,607	1.16 17,916
1.05 16,217	1.07 16,526	1.09 16,835	1.11 17,144	1.13 17,453	1.15 17,762	1.17 18,071	1.19 18,380	1.21 18,688
1.10 16,990	1.12 17,299	1.14 17,607	1.16 17,916	1.18 18,225	1.20 18,534	1.22 18,843	1.24 19,152	1.26 19,461
1.15 17,762	1.17 18,071	1.19 18,380	1.21 18,688	1.23 18,997	1.25 19,306	1.27 19,615	1.29 19,924	1.31 20,233
1.20 18,534	1.22 18,843	1.24 19,152	1.26 19,461	1.28 19,770	1.30 20,079	1.32 20,387	1.35 20,851	1.38 21,314
1.25 19,306	1.27 19,615	1.29 19,924	1.31 20,233	1.33 20,542	1.35 20,851	1.38 21,314	1.41 21,777	1.44 22,241
1.30 20,079	1.32 20,387	1.34 20,696	1.36 21,005	1.38 21,314	1.41 21,777	1.44 22,241	1.47 22,704	1.50 23,168
1.35 20,851	1.37 21,160	1.39 21,469	1.41 21,777	1.44 22,241	1.47 22,704	1.50 23,168	1.53 23,631	1.56 24,094
1.40 21,623	1.42 21,932	1.44 22,241	1.46 22,550	1.50 23,168	1.53 23,631	1.56 24,094	1.59 24,558	1.62 25,021
1.45 22,395	1.47 22,704	1.49 23,013	1.52 23,476	1.56 24,094	1.59 24,558	1.62 25,021	1.65 25,484	1.68 25,948
1.51 23,322	1.53 23,631	1.55 23,940	1.58 24,403	1.62 25,021	1.65 25,484	1.68 25,948	1.71 26,411	1.74 26,874
1.57 24,249	1.59 24,558	1.61 24,866	1.64 25,330	1.68 25,948	1.71 26,411	1.74 26,874	1.77 27,338	1.80 27,801
1.63 25,175	1.65 25,484	1.68 25,948	1.71 26,411	1.75 27,029	1.78 27,492	1.81 27,955	1.84 28,419	1.88 29,037
1.66 25,639	1.68 25,948	1.71 26,411	1.74 26,874	1.78 27,492	1.81 27,955	1.84 28,419	1.87 28,882	1.91 29,500
1.69 26,102	1.71 26,411	1.74 26,874	1.77 27,338	1.81 27,955	1.84 28,419	1.87 28,882	1.90 29,346	1.94 29,963

ATTACHMENT A

1981-82 SALARY SCHEDULE A

Years of Exp.	1 AB or BS Prov. or Perm. Cert.	2 Col. 1+ 10 hrs. and Perm.	3 Col. 2+ 10 hrs.	4 Col. 3+ 10 hrs.	5 MA Prov. or Perm Cert.	6 Col. 5+ 10 hrs. Grad. Credit*	7 Col. 6+ 10 hrs. Grad. Credit*	8 Col. 7+ 10 hrs. Grad. Credit*	9 Spec. Degree or Ph.D.
0	1.00 14,170	1.02 14,453	1.04 14,737	1.06 15,020	1.08 15,304	1.10 15,587	1.12 15,870	1.14 16,154	1.16 16,437
1	1.04 14,737	1.06 15,020	1.08 15,304	1.10 15,587	1.12 15,870	1.14 16,154	1.16 16,437	1.19 16,862	1.21 17,146
2	1.08 15,304	1.10 15,587	1.12 15,870	1.14 16,154	1.17 16,579	1.19 16,862	1.21 17,146	1.23 17,429	1.25 17,713
3	1.13 16,012	1.15 16,296	1.18 16,721	1.20 17,004	1.22 17,287	1.24 17,571	1.27 17,996	1.29 18,279	1.31 18,563
4	1.18 16,721	1.20 17,004	1.23 17,429	1.25 17,713	1.27 17,996	1.30 18,421	1.32 18,704	1.35 19,130	1.37 19,413
5	1.23 17,429	1.25 17,713	1.28 18,138	1.30 18,421	1.33 18,846	1.35 19,130	1.38 19,555	1.40 19,838	1.43 20,263
6	1.28 18,138	1.31 18,563	1.33 18,846	1.36 19,271	1.38 19,555	1.41 19,980	1.43 20,263	1.46 20,688	1.48 20,972
7	1.33 18,846	1.36 19,271	1.38 19,555	1.41 19,980	1.44 20,405	1.46 20,688	1.49 21,113	1.52 21,538	1.54 21,822
8	1.38 19,555	1.41 19,980	1.44 20,405	1.46 20,688	1.49 21,113	1.52 21,538	1.55 21,964	1.57 22,247	1.60 22,672
9	1.43 20,263	1.46 20,688	1.49 21,113	1.52 21,538	1.54 21,822	1.57 22,247	1.60 22,672	1.63 23,097	1.66 23,522
10	1.48 20,972	1.51 21,397	1.54 21,822	1.57 22,247	1.60 22,672	1.63 23,097	1.66 23,522	1.69 23,947	1.72 24,372
11	1.53 21,680	1.56 22,105	1.59 22,530	1.62 22,955	1.65 23,381	1.68 23,806	1.71 24,231	1.74 24,656	1.77 25,081
12	1.61 22,814	1.64 23,239	1.67 23,664	1.70 24,089	1.74 24,656	1.77 25,081	1.80 25,506	1.83 25,931	1.86 26,356
15	1.64 23,239	1.67 23,664	1.70 24,089	1.73 24,514	1.77 25,081	1.80 25,506	1.83 25,931	1.86 26,356	1.89 26,781

*Graduate hours earned after completion of MA Degree