

906

STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF:

DANSVILLE AGRICULTURAL SCHOOLS

-AND-

MICHIGAN EDUCATION ASSOCIATION
(MEA)

MERC NO. L86 F-545

Joseph Girolamo 10-4-86

FACT-FINDER'S REPORT

INTRODUCTION

The undersigned was advised of his selection as Fact-Finder in the above-noted matter by the Michigan Employment Relations Commission on September 26, 1986. Immediate contact was made with the respective Representatives for purposes of scheduling a Fact-Finding Hearing. A Hearing was convened in the MERC Lansing Offices on September 30, 1986. This Report is issued with recommendations with respect to the matters in dispute.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Dansville Agricultural Schools

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

OCT - 0 PM 12 33

RECEIVED

REPORT AND RECOMMENDATIONS

ARTICLE V (C)

TEACHING HOURS:

The most serious issue separating the Board and the Association is the matter of Teaching Hours at the High School.

At present, teachers in the Dansville Agricultural Schools teach six (6) periods of six (6) teaching periods (6 of 6) with each class having a 54 minute duration. The Association proposes a change to teachers teaching five (5) periods of six (6) teaching periods (5 of 6) with a 57 minute class duration. The Association Proposal will afford teachers a period for lesson preparation, telephoning, tutoring, counselling, etc. Under the current system the teachers have a common preparation period at the beginning of the school day.

The Board proposes that teachers teach six (6) periods of seven (7) teaching periods (6 of 7) with class duration of 50 minutes. The Board's Proposal would allow teachers a staggered -- floating -- preparation period, rather than a common preparatory period at the start of the school day. It is to be stressed that the basic work day of 7:35 A.M. to 3:00 P.M. will remain in

effect under any of the above scheduling formats. The Association argues the 6 of 6 requires its members to work longer -- approximately 44 minutes each day -- than teachers in surrounding districts. Under its Proposal, teacher contact time will be reduced to 285 minutes from the present 324 minutes (excluding passing time). The Association Proposal obviously reduces the number of classes which could be offered to students and it suggests combining or reducing the offering of classes with low enrollment. The Association stresses that the "core-class" -- academics -- instruction will be increased.

The Board initially proposed retaining 6 of 6 but moved to a 6 of 7 format as a "compromise." The Board perceived that the Association wanted a staggered preparation period and reduced student contact time. The Board's offer would result in a staggered preparation period. It would also reduce teacher contact with students -- 6 periods of 50 minutes instruction, compared with present 6 periods of 54 minute instruction -- by some 24 minutes. The Board stresses that its Proposal will increase the number of curricular offerings. In that connection, the Board's offer is conditional on it convincing the electorate to provide increased millage approval -- "The Board is convinced that since the '6 of 7' program will actually increase curricular opportunities for students, the community may be willing to pass such an increase."

The Association vehemently rejects the Board's 6 of 7 Plan.

It maintains:

" . . . the effects to the quality of education for Dansville students is devastating. It does nothing to up-grade the curriculum and forces students to select one more class per year from a schedule filled with low-demand sections. Students are having great difficulty now choosing classes they want. The problem would be compounded if they were required to select one more per year. Students would be forced into classes they don't want or need, or would seek alternatives such as tutor or aide."

* * * * *

"There is great concern over the Board's proposal to shorten class periods. High School teachers believe they need more time, not less, to give in-depth instruction. The Association believes students are better-off remaining with their core subject area teachers 35 more minutes per week (as compared to the Board's proposal) than in a study hall or a non-academic classroom. The opportunity to begin homework in class (if the teacher so chooses), in the presence of the instructor is far better than the student seeking help from someone unqualified in the subject. Classes involving labs or activities which require set-up and clean-up (P.E., Home Economics, Shop, Ag, Art, Band, Science) would be greatly affected by the Board's proposal to take even more time away. When compared to the Association's proposal the Board's proposal would shorten classes by 25.5 class periods per year. That means that Dansville students would receive 14% less instruction in Government, U.S. History, Algebra, Trigonometry, etc. on the Board's proposal than with the Association's and 9% less instruction in those areas than their peers in neighboring districts. Special Needs students would have their contact time with their teacher reduced by a minimum of 35 minutes per week when compared to the Association's proposal."

The Board is unalterably opposed to the 5 of 6 Proposal. The Board is especially concerned with the financial consequence -- two additional High School Teachers would be required -- noting "the school district is already looking at a continuation of a five-year long decrease in 'fund equity', down from \$242,353 in 1986, to a projected \$9,390 at the end of 1986-87"

* * * * *

"Even more importantly, the Board is opposed to changing to a '5 of 6' format regardless of the economic unreality of the proposal for the simple reason that it is a step backward in terms of providing quality education for children. At best, the '5 of 6' format proposed by the Union will reduce by 5 sections current curricular offerings. This is unacceptable to the Board because they are committed by their oaths of office to provide the best possible education for students with the public funds entrusted to them. If additional funds are to be spent in changing curricular format, those changes must yield a demonstrable improvement in quality of education. The '5 of 6' format does not do so. It not only decreases the number of curricular offerings available to students, it also creates conflicts with middle school schedules, decreases administrative scheduling flexibility (precluding most efficient [sic] use of the abilities of current staff), lengthens class periods beyond optimum levels recommended by education experts based on student attention spans, decreases flexibility and scheduling options for 'career center' and 'co-op' students - all decreases in quality of educational program from the current '6 of 6' format."

The prevailing pattern in the Clinton-Ingham County Area is 5 of 6. The current Teacher/Student Contact Time in Dansville - 324 minutes - is well above that in surrounding Districts. It should also be noted that the Dansville District is "small" and therefore its Teachers have a greater number of preparations than many Districts. The above facts lend credence to the Association's position that a change is warranted.

It cannot be doubted that the Association's Proposal will entail higher expenditures. The District has been spending more than it receives, especially since the 1983-84 School Year. The Board is also concerned that adoption of 5 of 6 would virtually preclude further eliminations of class offerings if economic conditions worsened. Aside from economics the Board produced testimony from two School Superintendents - one from Grand Ledge located in the Clinton-Ingham area - eagerly supporting the 6 of 7 format. The Dansville High School Principal testified that "not much difference" exists between classes of 50 and 57 minute duration. These factors favor the Board's position.

The Association has stated that it will not accept an increased number of teaching periods and the Board refuses to reduce the number of classes each teacher teaches. Those unalterable views, however, must be reconciled somehow.

While the Association has indicated a willingness to accept the current 6 of 6 format for a one year contract, that Proposal is not deemed helpful. The parties are attempting to negotiate an Agreement following a one year contract. The time has come for some "breathing room."

The 6 of 6 schedule has created dissatisfaction and it must be altered. It is recognized that the 5 of 6 formula is prevalent in the comparable area. The problem with the 5 of 6 is that it will result in fewer class offerings while requiring additional teaching staff. The Board believes that result is unacceptable. The Association's rejection of the 6 of 7 format from an education perspective was contradicted by Board witnesses. Moreover, the 6 of 7 schedule does allow greater flexibility. The undersigned concludes the 6 of 7 should be the framework for resolution of this dispute.

Unquestionably, teachers in Dansville "work harder" than many of their counter-parts in surrounding Districts. The undersigned believes that adoption of a "modified" 6 of 7 would meet the concerns of the Association and Board. The Board should pledge that the number of preparations will not be increased. Some of the additional class periods can be devoted to Study Halls with teachers assigned so that part of the staff will actually be working a 5 of 7 schedule. The undersigned

does not subscribe to the Board's position that the number of classes taught each day by an individual teacher cannot be reduced. Adoption of the 6 of 7 schedule is expressly predicated on a portion of the Teaching Staff being assigned to Study Halls, thereby allowing a 5 of 7 rotation. The Board should also commit that Teacher Staff will not be reduced by virtue of implementation of this Plan. Finally, the undersigned recommends a Joint Committee to study the various options which might be adopted with reference to Plan implementation. The Joint Committee should be charged with the responsibility of evaluating the Plan operation from the interests of students, teachers and the community.

The remaining Issues in dispute are considered.

ARTICLE III

TEACHER RIGHTS:

The Board seeks to add a provision which removes from the Contractual Grievance Procedure "allegations of discrimination on the basis of Union membership." The impetus for the Proposal is uncertain, since the present language has not created a problem.

The undersigned is not convinced the proposal is necessary. In reality, it appears to be of a nature contributing to rancor rather than resolution of differences.

ARTICLE VIII

SECTION A - SICK LEAVE:

The Association proposes that the current 60 day limit on maximum accumulation of individual employee Sick Leave be increased to 90 days. Primary justification rests on the fact that the current Long Term Disability Program has a 90 day waiting period before the employee becomes eligible for benefits.

The Board notes that Teachers have access to a Sick Leave Bank after exhausting their Sick Leave. It concedes that days used from the Bank must be repaid.

The Association did not establish a pressing need for its Proposal.

The undersigned concludes the District's financial condition and access to the Sick Leave Bank obviate against this Proposal.

SECTION D - BUSINESS LEAVES:

The Board proposes that Teachers wishing to use Personal Business Leave for a confidential reason, disclose that reason to an Administrator "and if that Administrator determines the reasons to be in compliance with this Contract, the Administrator shall mark the request 'confidential' and approve it."

The Association responds that the Board Proposal is an unwarranted "invasion of privacy." Moreover, "the Administration through the course of negotiations has not identified one problem or abuse of the current contractual procedure."

It is to be noted the potential use of Personal Business Leave Days is limited in that "such leave shall not exceed two days per year." The lack of any evidence supporting adoption of this Proposal dictates that it be rejected.

ARTICLE X

SECTION B - PROTECTION OF TEACHERS:

The parties have each submitted Proposals:

The Board proposes that in case of assault upon a teacher, the teacher must submit a written report and the Board will

provide legal counsel "provided that Administration deems the teacher to have acted appropriately in the matter."

The evaluation of whether a teacher acted appropriately is overly broad in that it places the Administration in the posture of a "Monday Morning Quarterback." The current provision is protective of "a case of assault upon a teacher" and, therefore, it is inapplicable to inherently wrongful teacher conduct. Finally, the teacher has sufficient incentive to provide legal counsel and the Administration with all necessary information. Section B(1) should remain unchanged.

Both parties have Proposals relating to reimbursement relating to loss, damage or destruction of personal property. The Board's Proposal reserves discretion to make reimbursement. The Association Proposal requires reimbursement if the loss is not covered by insurance and the teacher is "on duty in the school building or on the Employer's premises" and "appropriate documentation as required by the Board" accompanies the application.

The undersigned believes the Association's Proposal has merit. The "discretionary" aspect of the Board's Proposal is disturbing. It creates the opportunity for alleged abuse and/or favoritism. The Association's Proposal has adequate protection to insure against abuse.

SECTION C:

The Association proposes that students or teachers complaining about teachers "be directed to first talk with the affected teacher in an effort to resolve the perceived problem" and copies of written complaints, including those not entered in the personnel file, be given to the teacher.

This Proposal best exemplifies the extent to which relations between the parties have deteriorated. The Association viewed its Proposal as an innocuous provision giving teachers the opportunity to resolve complaints and informing them of their existence. The Board hotly objected to the Proposal as an insult to Administration.

Putting aside the respective distrust, the undersigned perceives no justification for the Proposal. If a complaint is deemed significant, it will necessarily be brought to the teacher's attention so corrective action will be taken. Whether the complainant should always be referred to the teacher is a decision best left to Administration.

SECTION E:

These respective Proposals deal with the use of physical force by teachers. While the Board's Proposal restricts teacher action to personal protection, the Association demand extends to protection of fellow teachers, other district employees, administrators, or students. The Association's Proposal requires the Board to supply teachers with any Board policies and directives on the use of physical force. Finally, the Association's Proposal contains an indemnification clause:

"The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized/required by a written statement of the Board and/or Administration or by provisions of this Agreement."

Considered in its totality, the undersigned favors the Association's Proposal. Conditions under which force is to be utilized must be reasonable. A teacher acting within the confines of Board Policy should be entitled to indemnification. Otherwise, teachers will be encouraged to take a "hands-off" attitude.

ARTICLE XI - NEGOTIATION PROCEDURES

ARTICLE XIX - DURATION

The above sections deal with length of the Agreement.

The Association has pointedly advised:

"It needs to be noted that the Association's Proposal of a three (3) year Contract IS CONTINGENT UPON APPROVAL OF OUR CONTACT TIME AND STUDENT/TEACHER DAY (5 of 6)."

The undersigned, despite the above admonition, recommends a three (3) year Contract. The parties' last Contract was one (1) year duration. This school year has been turmoil. A "cooling off" period is in order. In regard to the Student/Teacher Day, the Fact-Finder has attempted to modify the 6 of 7, as already stated. The undersigned considered adopting a 5 of 6 but found it simply did not have flexibility for anything other than a straight 5 of 6. The adopted Proposal, or a facsimile, should be given a chance to work. If, at the end of three years -- two actual years of operation -- the Proposal is deemed deficient, it would be appropriate to reassess the situation.

APPENDIX A - SALARY:

On the matter of Salary, the Association urges 6% improvement in each of the three years to be applied across the board.

The Board argues a flat rate - \$1,500 each year - is more acceptable. The Board's offer amounts to approximately 5.5%, 5.25% and 5% in each of the respective successive years.

Data supplied by the Association suggests that percentage increase is the "order of the day" in the nearby Districts in Ingham, Clinton and Eaton Counties. The undersigned has noted Dansville Teachers do "work harder" than other teachers in surrounding Districts. It is also to be noted that financial conditions in Dansville may not be as favorable as other Districts.

The undersigned believes that a flat-rate increase is not advisable since it appears that new teachers already are higher paid in Dansville and a flat rate increase will narrow the percentage difference between entry and experienced level Teachers. After examination of relevant data - especially for Clinton, Eaton and Ingham Counties - the Fact-Finder concludes 6% in the 86/87 Year is justified. For 87/88, less data are available, but 5.75% appears reasonable. Third year, 88/89, is virutally unknown, but a settlement of 5.5% appears reasonable.

APPENDIX B - SUPPLEMENTARY PAY SCHEDULE:

The particular aspect of Appendix B in dispute is the Board's proposal to allow "non-basic classroom personnel" (Librarians, Counselors, etc.) to be used as classroom substitutes without additional compensation unless the Administration allows them to schedule make-up time "to make-up their normally assigned responsibilities."

The Association is fearful that "the Administration could remove the Librarian from her regular assigned duties, place a non-bargaining unit member (Aide) in the Library to do our bargaining unit work and assign the Librarian as a classroom substitute with no additional compensation."

The undersigned believes the Association's concerns are valid and recommends that its Proposal be adopted.

APPENDIX C - FRINGE-INSURANCE BENEFITS:

The primary difference in this area relates to the Association's proposal that "Plan B" (Annuity rather than Health Insurance) be improved.

The Association argues improvement in Plan B will encourage "more teachers from Plan A resulting in the District saving money."

The undersigned finds the reasoning unpersuasive and would retain basic similarities in the two Plans. The general improvements in Dental, Life and Vision are limited costs and should be granted.

A major area of concern is the Board's Proposal of a 15% CAP on Insurance coverage, effective July 1, 1988. The Board argues the CAP is not likely to have any impact because it is very high. The undersigned agrees the CAP is not likely to have any impact. The Association's stance of no change is preferred. If, in fact, costs escalate, this matter can be revisited in future negotiations.

C O N C L U S I O N

The undersigned, given the time constraint necessitated by extenuating circumstances, has attempted to carefully consider the respective positions of both parties. To the extent that these recommendations do not conform with the view of either party, dissatisfaction is understandable. It remains a fact, however, that the time has come to resolve this matter and I urge each side to reconsider their respective positions with a view to that end.

In the final analysis, each party must recognize the valid concerns of the other and adjust their positions accordingly toward the end of achieving an expeditious negotiated settlement.


JOSEPH P. GIROLAMO
Fact-Finder

Dated: October 4, 1986.