

4/28/69 FF  
K  
108

(011)

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
LABOR MEDIATION BOARD

In the Matter of

BAY-ARENAC INTERMEDIATE SCHOOL DISTRICT

-and-

BAY-ARENAC INTERMEDIATE SCHOOL DISTRICT  
TEACHERS' ASSOCIATION

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

On March 10, 1969 the undersigned, Leon J. Herman, was appointed by the Labor Mediation Board as its hearings officer and agent to conduct a fact finding hearing relevant to the matters in dispute between the above parties, pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Board's regulations. Accordingly, and upon due notice, hearings were scheduled and held on April 11, 1969 at the offices of the Bay-Arenac Intermediate School District, 1003 Woodside Avenue, Essexville, Michigan.

John A. Tomke, Chairman; George E. Carpenter, Trustee; and Ben L. Temple, Superintendent, represented the Bay-Arenac Intermediate School District.

Albert Hoffman, Spokesman; William A. Jones, School Social Worker; Beulah Miller, Teacher of Homebound and Hospitalized; and Ruth Fox, Speech Therapist, appeared on behalf of the Bay-Arenac Intermediate School District Teachers' Association.

Bay-Arenac Intermediate School District

The parties hereto have been negotiating for a contract since January 5, 1968. Most of the issues, with the exception of those referred to below, have been resolved. It has been agreed by the parties that the contract, insofar as applicable, shall be retroactive to the beginning of the school year.

This district comprises 12 teachers, 6 of whom belong to the Association. They are all specialists who travel throughout the intermediate schools in Bay, Arenac and part of Gladwyn County. The district operates with a 1/2 mill voted allocation, which at the present time is almost completely committed.

1. The current sick leave policy of the Board is an allowance of ten days per year, accumulating to a maximum of 60 days. If more is needed the teacher may ask and may be granted up to a maximum of 20 additional days. Upon termination by retirement, the teacher is credited with up to 50 days of accumulated sick leave to a maximum of \$1,000. Upon the death of a teacher, his estate is allowed up to 50 days for unused sick leave, with a minimum of \$500.

The Association has asked for sick leave of 8 days per semester up to a maximum accumulation of 96 days. In the event the teacher has consumed his sick leave, he is to be permitted to borrow up to 16 days, to be repaid from future accumulation.

I recommend that the ten days per year presently allowed by the Board for sick leave be increased to 12 days per year, with a 72 day maximum, plus the optional 20 days which the Board may grant. Apart from this, I make no recommendation for change in the Board's current policy.

2. Further with respect to leave days, the Association asks that use for other than sick leave not be counted against sick leave; that teachers be granted three personal days leave; that leave be allowed for attendance at the funeral service of a friend; that court appearances, conferences with the superintendent's approval, Selective Service examinations, Professional Association days, time for grievance negotiation, outside class work if approved by the superintendent, and five conference days in the field of the teacher's specialty also be allowed.

As to court appearances in which a subpoena has been issued, and Selective Service examination time, I would suggest that the Board has no choice but to allow this time off. I further recommend that teachers be allowed time off for court appearances in connection with cases in which they are the named parties. Personal leave days should be charged against sick leave time. Funeral service attendance on the death of a friend should be permitted only with the approval of the superintendent, and provided it does not affect the work schedule of the teacher. Conferences and outside courses may be attended with the prior approval of the superintendent.

3. It has been the practice of the School Board to permit part of a day for outside class work if needed for certification, although the practice has not been encouraged. I recommend that past practice in this matter be continued.

4. The teachers are already allowed two days for attendance at Michigan Education Association meetings and are allowed two conference days per year in connection with their specialties. I recommend that the past policy be continued. Additional days may be allowed only if, in the judgment of the superintendent, they are necessary and proper and do not infringe upon the teacher's duties.

5. Release time is asked for negotiation of grievances, particularly when such negotiations are at the Board level. It appears that the Board meets in the afternoon and that there should be adequate time between the close of school, which is 3:45 at the latest, and 5:00 P.M., which is approximately the time the Board terminates its meetings, for such negotiations to be handled without the need of any extra time, and I so recommend.

6. The teachers have, on occasion, had problems with parents of the children they deal with. On some occasions there has been danger of physical violence. I therefore recommend that the Board provide insurance to cover the teachers personally against liability against persons other than school children. Liability as to children is already covered through the Michigan Education Association.

7. The Board has been requested to furnish \$5,000 in term life insurance for its teachers. The Board has indicated its willingness to pay half of the cost. I recommend that this arrangement be adopted.

8. As to Blue Cross, or its equivalent as sponsored by the Michigan Education Association, the Board pays \$10 per month towards the cost. I recommend that the Board pay at least one-half the cost.

9. The teachers use their own cars in traveling between the various schools in these three counties, and are reimbursed at 10¢ per mile. The Association asks that the Board pay 15¢ per mile. The Board contends that it should pay no more than the Internal Revenue Service allowance of 10¢ per mile.

It is nonetheless a fact that increases in cost of gasoline, maintenance and repair have spiraled so greatly that I do not believe they can be covered by 10¢ per mile, particularly considering the fact that much of this travel is done in rural districts and on secondary roads. I recommend that the Board allow 12¢ per mile. I further recommend that this additional allowance be put into effect immediately but not made retroactive.

10. It has been the practice to permit teachers to take off what are known as snow and mud days. The Association is satisfied with the practice, but asks that it be put in writing. I agree that the snow and mud day practice should be continued, but I see no need for a written agreement to that effect. It may be assumed that the Board will continue the practice it has adopted in the past.

11. A problem has arisen with respect to holidays since the various school systems in the district each set their own holiday periods, which do not necessarily conform to each other. The Association asks that a uniform calendar be set for all teachers.

The practice has been to permit each teacher to take such holiday as the majority of the schools in the teacher's district take, so as to permit the greatest degree of exposure to the pupils. I can see no reason for uniformity in the calendar. The teachers, in any event, will all get the same amount of holiday time. There is no particular benefit in uniformity as among themselves. I therefore recommend that the past practice be continued in this respect.

12. It has been the practice of the Board to pay to its teachers the salaries for similar occupations in the highest paid district in its area. In this year, Bay City is the school system from which salaries are computed.

The Board had experienced considerable difficulty in obtaining the services of a psychologist and a diagnostician. In order to fill these positions, the Board found it necessary to pay a salary to them of 10% over the rate enjoyed by the other teachers. The Association contends that all teachers should have uniform salaries equivalent to those of the psychologist and diagnostician.

This deviation in salary aside, it would appear that the Board's offer to the members of the Association and the other teachers on the staff is fair and reasonable and in line with the highest rate paid in the immediate area. I do not agree that the Board should be penalized an additional 10% because, due to what it described as the law of supply and demand, it has been unable to fill these positions without offering a more attractive salary. It is to be regretted that the salary scales should be so out of balance, and I can well appreciate the resentment and animosity that is created when certain classifications receive salaries out of proportion to the general scale. Unfortunately, it is a situation which the Board has had to meet as best it could. It would hardly be fair to compel the Board to pay salaries higher than is normal for the area because it has been compelled by force of circumstances beyond its control to fill two positions at a higher rate.

I would recommend that, should the time arrive when these two positions can be filled at the same rate as is normally paid, that this should be done. In the meantime, in spite of the disparity in salaries, I recommend that the teachers be granted the Bay City scale.

The Board's offer, in conformity with the Bay City school salaries, begins with a salary of \$7,315.00 for a bachelor, with increases to \$11,247.00 in twelve steps. An increase of \$705.00 is allowed to a

bachelor plus thirty hours, with an additional \$731.00 for psychologists and diagnosticians. I have not been advised of the offer for masters, but I assume it conforms to the Bay City scale.

An inspection of the financial report of the Board for the year ending June 30, 1968, satisfies me that very little if any surplus will remain after the above recommended changes are agreed upon and made part of the contract. I do not feel that at this time it is fair to press the Board into a substantial deficit. It is attempting in good faith and in fairness to give the teachers a fair and equitable salary schedule. I therefore urge that the foregoing recommendations be adopted.



Fact Finder

Southfield, Michigan,

April 28, 1969