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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
LABOR MEDIATION BOARD

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LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

In the Matter of

CHERRY HILL BOARD OF EDUCATION  
Inkster, Michigan

-and-

CHERRY HILL EDUCATION ASSOCIATION

On August 22nd, 1967 the undersigned, LEON J. HERMAN, was appointed by the Labor Mediation Board as its Hearing Officer and Agent to conduct a fact finding hearing relative 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, a hearing was scheduled for August 25th, 1967 at 7 P.M. at Cherry Hill High School, Inkster, Michigan.

Raymond P. Franks, attorney; Allan Mathison, Superintendent of Schools; Howard H. Drewitz and Robert S. Hislop were present on behalf of the Board of Education.

Melvyn Goldstein, attorney; John Sellers, of the Michigan Education Association; Patricia Schofield, James E. Hawn and Mike Hairabedian represented the petitioning Association.

During several hours of preliminary discussion, in which efforts were made to find a satisfactory basis for settlement of the disputed issues, it developed that the Board of Education considered the teachers to be on strike, because a number of

*Cherry Hill Board of Education*

counselors who had been scheduled to report for work on August 21st, 1967 had refused to report, and the Board had been advised that a group of other teachers who were to report on August 28th would likewise refuse to appear. Although the school year was due to begin the Tuesday after Labor Day, September 5th, the Board rules required that some teachers report one and two weeks earlier to prepare pupil schedules. Further, a number of teachers had signed individual contracts which were effective for the coming school year, and the Board had been advised that they would not attend until a master contract had been executed with the Association.

The Board representatives advised the Association negotiating team that it was empowered to offer a salary increase, provided they were assured that the teachers who were expected to be at work on August 28th would be there. The Association members offered to produce the teachers, and keep them working each day, so long as negotiations were conducted in good faith and so long as neither party broke off the negotiations. It then offered to make a new proposal for teacher salaries and other fringe benefits, but reserved the right to bargain with the Board concerning the term of the school year. Considering this an attempt to protect wages lost to those teachers who had not reported for work in August, and in the declared belief that the term of the school year was strictly a management function and not subject to the negotiation process, the Board representatives refused to listen

to the Association's proposal. They further declared that upon Board instruction they would not participate in the fact finding hearing, and left the premises. The hearing then proceeded upon an ex parte basis, and was concluded August 26th, 1967.

The Association representatives thereupon presented testimony and exhibits to show that the 1966-67 salary for teachers with bachelor degrees began at \$5500, increasing to \$8800 after 11 years. Those with master degrees started at \$5900 and went up to \$9200 after 11 years. In the past five years the district has been far below the Wayne County median at all levels. The Board is obdurate in its devotion to keeping its budget in the black. The millage for the district is 31.9, and has not been changed for three years. For some nine years prior thereto the millage was 30.9. The extra mill was obtained through an increase in county allocation. Last year six mills earmarked for building and site acquisition were transferred to operational funds to provide operating cash. Nonetheless, the district did find itself with a negative balance in 1963 and 1964. The situation is not uncommon in neighboring districts in Wayne and Oakland Counties, although it appears to be abhorrent to this Board.

The budget for the 1967-68 year will not be available to the Board until August 28th or 29th. The Association will not have access to it for at least a week later.

The Association submitted a number of exhibits to confirm that teacher salaries are in a depressed state, and that they average considerably lower than salaries paid in industry to employees of comparable education. Applying themselves directly to their

own requirements, and to the ability of the district to meet them, the following charts were presented:

# OPERATIONS COMPARISON

## REVENUE

	1966-67	1967-68(est)
Taxes	\$ 887,310	\$ 949,582
Interest	1,250	1,250
Total	888,560	950,832
State Aid(act)	1,348,126	1,451,046(est)
Other(actual)	154,568	154,568
Total	2,391,254	2,556,446
Surplus	21,418	87,887
Grand Total	\$ 2,412,672	\$ 2,644,333

## EXPENSES

Teacher Salary	\$ 1,304,120	\$ 1,645,915
Other instr'n	305,033	320,033
Total	1,609,153	1,965,948
All other	688,123	688,123
Total	2,297,276	Plus incr. 45,400 2,699,571
Non-rev. transfrs	27,509	Potential svgs 54,738
Grand Total	\$ 2,324,785	\$ 2,644,333

The teachers have asked that salaries for the 1967-68 school

year be fixed on a ten year index on the following basis:

Step	Bachelor Degree	Master Degree
1	\$6500	\$6900
2	6700	7200
3	7000	7600
4	7300	8000
5	7700	8500
6	8100	9000
7	8600	9600
8	9100	10200
9	9700	10900
10	10300	11600

The total cost of the package is figured at \$1,645,915.

In addition, \$4000 is asked for supplemental payment to coaches and others for extra-curricular activities, \$6000 for life insurance, \$3500 for disability insurance, and \$1500 for release time for the president of the Association, a total of \$15,000. The release time for the president is computed at one hour per day, but two hours per day are requested, the Association picking up the cost of the second hour.

It is estimated that the Association proposals would effect a deficit of \$55,238, but that this can be offset in several ways. The system is short four teachers, which it has not been able to hire. Foregoing these teachers would result in a saving of \$26,038, assuming the prospective hirees would have three years experience. Increased charges for the revolving fund and for cafeteria hot lunches would reduce or eliminate the usual deficits in those programs. The schools could manage without an additional custodian at \$5200. Furthermore, the schools' budget for adminis-

tration, and for custodial and supply costs, are far in excess of the state average for 3rd class city districts, and particularly of comparable districts such as Garden City and Dearborn Fractional Seven, when examined on a percentage basis.

The Board's last offer was an increase of \$237.50 per teacher, which was rejected.

I am of the opinion that the School Board's action in refusing to negotiate while the teachers are allegedly on strike is archaic, obtuse and unreasonable. I am not satisfied that teachers can be considered on strike when they refuse to comply, not with a binding contract, but with a rule which the Board seeks to enforce before a contract is consummated. The Board may have contracts with some individual teachers, but it appears that most of these are with new hires, and it was at no time shown that the teachers who failed to report to work on August 21st were among those who had signed up individually. Nor do I see that this argument would avail the Board in any event, when it is a fact that the Board did sign a master agreement with the Association for 1966-67, and thus was or should have been fully aware that it would have to deal with the Association on the next succeeding round of negotiations, regardless of its agreements with individuals among its employees.

I am further of the opinion that its base for refusal to negotiate, or to present its case in a fact finding proceeding, is purely captious and unrealistic. The prior contract contained in

Article III, Paragraph D a provision that:


Teachers shall not be required to report for duty prior to September 6, 1966 nor remain later than June 9, 1967 with the following non-duty recesses: 2 days for professional institute, November 24 and 25, December 23 through January 2, March 24 through April 2, and May 30th.

Obviously the Board bargained in 1966 over the length and term of the school year. Obviously the Board was aware that the employee association with which it dealt was to deal with the matters of wages, hours and conditions of employment. All these matters are spelled out in detail in last year's contract. It comes with ill grace at this time to seek to withdraw from negotiation a basic matter which had been previously negotiated, and which the Board must know the Association cannot, from its very character as an employee association, waive its right to discuss and resolve through bargaining.

However, the fact remains that the Board did refuse to participate in the fact finding hearing. Having no information at my disposal other than that presented at the hearing begun Friday, August 25th and concluded Saturday, August 26th, I can but recommend that the Board pay to the teachers in its employ the salaries and incidental benefits above requested. As an alternative, I strongly urge the Board to return to the bargaining table, prepared to negotiate in good faith upon the matters proposed by the Association, so that its obligation to reopen the schools may be consummated.

Detroit, Michigan, .

August 27th, 1967

  
Leon J. Herman, Hearing Officer