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STATE OF MICHIGAN  
LABOR MEDIATION BOARD  
LABOR RELATIONS DIVISION

RECEIVED  
SEP 17 1968

In re:

ECORSE BOARD OF EDUCATION  
-and-  
ECORSE FEDERATION OF TEACHERS

LABOR MEDIATION BOARD  
LABOR RELATION DIV.

APPEARANCES:

BOARD OF EDUCATION

George Ruehle, High School Principal  
Douglas Bethune, Elementary Principal  
Morley L. Riggs, Superintendent of Schools  
Russell J. Blades, Business Manager  
James W. Johnson, Assistant Superintendent  
Victor T. Mitea, Attorney  
Harry Vellmure, Attorney

FEDERATION OF TEACHERS

Patrick J. Kearney, President  
Henry Linne, Michigan Federation of Teachers  
Jane Bielawski, Chairman, Ecorse Federation of Teachers  
Negotiating Team  
June Fieger, Michigan Federation of Teachers  
Gladys Middlebrook, Ecorse Federation of Teachers  
Alma Bailey, Ecorse Federation of Teachers  
Edward Pruett, Ecorse Federation of Teachers  
Tom Downs, Attorney

FACT FINDING OPINION AND RECOMMENDATIONS

George T. Roumell, Jr., Fact Finder

On petition of the Ecorse Federation of Teachers, an Answer to which was filed by the Ecorse Board of Education, the Labor Mediation Board of the Department of Labor, State of Michigan, appointed the undersigned as Fact Finder in the current dispute between the two parties. Meetings were held and hearings were held on Saturday, September 14, 1968 and Sunday, September 15, 1968, with

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*Ecorse Board of Education*

the respective negotiating teams and members of the Board of Education being present.

Based upon these hearings I make the following findings of facts and recommendations.

Before I do I make the following general comments.

At the present time the Ecorse school system is not operating with students in attendance. After talking to both the Board of Education and the Federation, I am convinced that both parties are sincere in having students present in the classroom as soon as possible. I make no finding as to why the students are not in the classroom as I think each party have respective positions that they have tried to iron out in collective bargaining and have reached an impasse that they both genuinely believe in. But it is clear to me that both sides are sincere and are attempting to work for a solution to the problem. They both are attempting to meet their responsibilities to the citizens of Ecorse, and I find no blame on either side at this time.

My basic consideration in rendering this fact finding opinion is that I think radical departures or radical changes in the existing contract should be done through negotiation rather than through fact finding. Therefore, as I proceed with my fact finding report the parties will note that I have not made any radical changes in concept in the present existing contract as I think in view of the fact that the parties will be again bargaining next year, and if they actually do desire any substantial changes in philosophy or context this should be hashed out at the bargaining table.

As far as what I base my fact finding on I have to consider

several matters.

1. The ability to pay.
2. In connection with same, the financial background of the school district.
3. The neighborhood or the type of city that the school district is located in, the income of the population and so forth.
4. The comparison of the school district with other school districts, particularly in the area.
5. What the parties may have come to if they continue negotiating or continued with the impasse that they are in at the present time.
6. What I think is fair and just.

Basically, a fact finding report in order to accomplish its mission perhaps should be one that will be reluctantly accepted by both sides, and I use the term "reluctantly" advisedly. There is never, or if there is it is very rare, a situation where one side or the other is completely right and the other side is completely wrong in their position, and this is one of those usual situations where there is merit to each of the various positions. And so as a fact finder I have to evaluate these various positions, and I have to evaluate the entire situation and come out with a report and recommendations that I think as a neutral coming in from the outside would be fair and just even though reluctantly accepted by both sides. For if one side or the other was to claim victory in fact finding this would render the fact finding process useless.

I again emphasize to the parties that I am most interested as they are in seeing school open as quickly as possible. More specifically, on Monday, September 16, 1968, for teachers' meetings

and then with students returning on Tuesday, September 17, 1968. I hope, if both parties listen to my findings and report, that they will consider the sincerity and the awesome responsibility that I approach this task with and perhaps decide that a reluctant acceptance may be the proper approach.

Now, to the specific issues before me. I will take them in no particular order but attempt to dispose of them with perhaps, depending on the issue, short comments.

Sick Leave. After reviewing the various arguments as to whether or not the sick leave program should be increased from the present ten, it is my recommendation that the sick leave policy should remain as is. The reason why I take this position is that there are two factors to the sick policy as it is presently constituted that urges me toward this position. One, there is an unlimited accumulation. Two, the sick leave policy is tied in to a very fair retirement pay or separation pay program, and because of this feature I do not think at this time that I am in a position to recommend anything other than to keep it as it is. It may be that the parties in future negotiations may change these features but at the present time they shall remain as is.

Extra Duty Rate of Pay. In reviewing the extra duty rate of pay I find that the rate of \$6.89 an hour is a competitive rate. It is not at the top of the scale but neither is it at the bottom of the scale, and for this reason it is my recommendation that at least for the next year it remain at \$6.89 per hour.

Duration of Contract. The Federation wishes to keep the

contract from September 1 to August 30, the Board wishes to go to June 30 termination date because of the fiscal year of the Board. As I indicated before and it will become more obvious as we proceed, I am not inclined to make radical departures. There may be merit to the Board's position (I am not in a position to fully evaluate this) but I think this is a problem that has to be worked out in collective bargaining, and in view of the situation that I now find the parties in and in view of the practicalities of the situation and the practical problems of converting from one type of termination to another termination date, I think it would be impractical to do so under the circumstances that I now find the parties. It may be that next year this may be desirable, but for the present I will recommend that the contract expire on August 30 as the previous contract did.

Blue Cross and Life Insurance. As far as the Blue Cross and Life Insurance so-called retroactivity, in view of what I am going to say, I think it would be in the best interests of all parties concerned that it be retroactive as of September 1 either through working it out with the insurance companies or paying the teachers for those kept it up during this period. I will have more to say about this later.

Extra Curricular Pay. As far as the extra curricular pay, I have reviewed the proposed salary schedules and I would accept the Board's proposals as they are now on the table. I think they are satisfactory, and I think if there are problems with the two positions that were discussed this will have to be worked out at a later date. If the Board finds that there are no teachers who will accept those positions for those rates of pay then in the future they may have to

consider increasing them, but we will have to see what the experience will be in the current year. Whatever problems there are with the musical program I think are not problems concerned with the salary schedule.

Life Insurance. In regard to life insurance, I have tussled with this problem long and hard and it wasn't until approximately 10 minutes to 10:00 that I finally made a decision in my own mind on this problem indicating how difficult of a problem it was. I have decided that rather than give the additional life insurance requested by the Federation is to put the money of that life insurance program into the salary schedule. Furthermore, I think the Board's offer of \$4,000.00 is consistent with past practice of the parties of giving \$1,000.00 a year. This does not mean that the parties are bound to this practice in future negotiations. However, I think \$4,000.00 gives a reasonable insurance package here in this school district and as I have indicated I prefer to put the money in the salary schedule.

Salary Schedule. As to the salary schedule I have come up with certain basic conclusions.

As I indicated before, I am not making radical departures. Therefore, as far as the B. A. plus 10 plus 20 plus 30 I have continued the same incrementation of \$125.00. In arriving at the salary schedule I observed the past history of the parties, particularly their relative position that they bargained in 1966 and 1967 to 1968. In view of what my proposals are you will find that I have put the parties in their relevant same positions as they have fluctuated over the last two years. The point is

Ecorse has been above average, and I have kept the salary schedule with this in mind. I have also kept in mind that the parties desire to favor the M. A. to encourage more people to get M. A.'s, and my proposals will do this. I also state that I have found the parties \$120,000.00 apart in their economic package proposal. Although this was not deliberate it turns out to be this way when you compare the salary package with other districts in the area to be \$60,000.00. The proposal is neither the highest or the lowest in Wayne County. I say to the Board that I appreciate its interest in financial responsibility and integrity, and I tell the citizens of Ecorse that the Board has kept all commitments to it and has tried very much to employ the concepts of financial integrity. And I realize that perhaps what I am proposing will interfere with the Board's five-year planning, but five years is a long time. Things may change. There may even be a different system of financing by that time in view of what is developing in Michigan. Furthermore, if what I am proposing does put the Board in a difficult financial position they may look for increased millage or a change in their programs or re-evaluate their entire budget. The point is the program I am suggesting as far as salary is competitive with the area. It is neither high nor low. As a matter of fact the raises that I am proposing are consistent with the average raises given in Wayne County this current year. The average raise for a Master's have been \$1,300.00. I happen to know this from the testimony here and from my own experience. It may be that there may be certain unusual gains among a few teachers but this is the way the teachers' salaries have developed throughout the county in order to get them to what both parties think they should be. The proposal I am making I am attaching to this report. I have already given the parties copies of the proposal in my own handwriting. I begin with a



B. A. at \$7,100 with a maximum to \$10,700, the M. A. with \$7,600 minimum with a maximum of \$12,400. I have put the M. A. in eleven steps. Although the Board requested twelve steps in negotiations they only in the past have gone eleven steps. Although there may be an argument that compressing the Board's proposal from twelve steps into eleven with added money may add to the cost, the fact of the matter is this is not exactly an important point here because only six people are involved, and therefore, I think eleven steps are fair and the eleven steps are normally the average in Wayne County. To the teachers I say this, they may wonder why I did not give a higher increase on Master's maximum, in view of some of my past history as a fact finder in other districts (of course, the Board may ask the same thing about what I did in other districts going below that amount) I say to both parties as follows. I believe that the teaching conditions here are better than in other districts. Whereas, other districts may have as high as forty students here in this district we have an average of twenty-five. The reason why I may have not gone below the figures I am suggesting is the economics of the particular situation, particularly where Ecorse finds itself as compared to other districts in this immediate area. I again emphasize that I must state each case as I find it.

As to the calendar. I have examined the Federation's Exhibit 12 and I cannot accept all statements contained therein. It is my humble opinion that based upon past practice in this district the teachers are expected to work 187 teacher duty days, and I would agree with that position and will in developing the calendar adhere to that position. I think all parties are concerned here about getting the children to school. I think they all really do agree that they



should have 180 days of instruction, so-called "class attendance days". In my experience as a fact finder throughout the state, including cities nearby Ecorse, the general feeling has been 180, 181, 182 instruction days, and I think we all want that here in Ecorse. However, we do not want to have schools let out too late because our young people do obtain summer jobs, and we should do everything to encourage that. And, therefore, after being presented with a most difficult task where the parties are in a great impasse I have been called upon to resolve the dispute, and I shall do it to the best of my ability. In making this recommendation it is made on the assumption that there will be school on Monday, September 16, 1968, that is teachers will report for general meetings and students will return on September 17. Therefore, I make this recommendation with this in mind. Of course, I understand that both parties in order to accomplish this result would have to perhaps reluctantly agree to my report or perhaps negotiate modifications in it between themselves because I emphasize to both parties that this whole process is a two-way street. The one way street is unknown to collective bargaining and perhaps unknown to fact finding. I propose as a calendar that the school calendar begin on September 16, 1968. I propose that it end on June 16, 1968. I propose that the spring vacation be only Good Friday. And I propose that as far as the additional in service days other than those listed on Exhibit F, that those days at the option of the Board can either be made up on Saturdays, except a Saturday that may come in a vacation period such as Thanksgiving, or may be made up by the teachers at the end of the school end when no students would be present. This will be a decision of the Board. As I view the calendar, and I am ready to stand corrected, I do buy the statement made by the Board that a report card day is not an attendance day. Now, if I understand this

calendar right, on February 3 and February 7 even though the high school students may not be attending for two days because of markings that because 60% of the elementary student population will be in class this can be counted as a five-day week. Since I was looking for two additional days I think we have it there and you still could have student pick up report cards on June 16. Now, this is my intention. Now, if I am a little wrong on my arithmetic on the calendar I am very willing to be corrected on that point. But it is my intention that we get 180 days in. I think we can get those in by June 16, and it is my intention that the teachers present themselves to the Board for 187 days of duty, and that the Board has an option whether to ask the teachers to work on Saturday or to work at the end of the school year. Now, I realize that there has been great difficulty here in bargaining. That there has been problems for three years. I must say I think the parties are sincere and perhaps this concept of bargaining in public employment in given situations takes a little time to develop. It is my hope and I sense a great feeling here that the parties are attempting to overcome their difficulties. The only comment I have about this is as follows. It is my hope that the parties in preparing for negotiations next year will consider beginning them early enough so that there will be more chance if need be to employ the mediation processes and if need be the fact finding process. I do not believe it would be proper for me at this time to suggest target dates, but I do hope that the parties will be able to work out their next year's collective bargaining contract early enough so as to avoid the situations that they have found themselves in. This is more as a comment rather than a recommendation, only a suggestion. Finally, I feel this. As a way to continue developing good collective bargaining attitudes I would recommend that if the parties do accept these

recommendations or negotiate modifications that the Federation drop their unfair labor practice charges. This does not mean I am ruling on whether their valid or not valid, that is outside my scope, but I think it would be in the interest of both parties that same would be dropped.

*George T. Roumell Jr.*  
George T. Roumell Jr.  
Fact Finder

Dictated: September 15, 1968  
Dated: September 17, 1968

There is one other item that I neglected to rule on which I will do as a postscript and will come in this report as a postscript because of typing problems that I have.

There is an item about solicitation of extra curricular activity positions, and my feeling on this is to get this situation off to a good start and I would recommend the following language. "The Board of Education may solicit and accept applications from outside the system only if these positions cannot be filled by qualified contracted teachers within the system." I perhaps could add more language to this, and I perhaps might be inclined to do so, if I receive the report from the Superintendent after a year and I was fact finder that this had not worked. But I think it would be in the best interest of all parties to see how this works for the year. Let us get an experienced rating on it and it may turn out that the language as proposed fills the bill and meets the situation and gives the administration the prerogatives that it needs.

		<u>+10</u>	<u>+20</u>	<u>+30</u>
1	7,100	7,225	7,350	7,475
2	7,400	7,525	7,650	7,775
3	7,800	7,925	8,050	8,175
4	8,200	8,325	8,450	8,575
5	8,600	8,725	8,850	8,975
6	9,000	9,125	9,250	9,375
7	9,400	9,525	9,650	9,775
8	9,800	9,925	10,050	10,175
9	10,200	10,325	10,450	10,575
10	10,700	10,825	10,950	11,075

	<u>M. A.</u>	<u>2nd M. A.</u>
1	7,600	8,000
2	7,900	8,300
3	8,300	8,700
4	8,700	9,100
5	9,200	9,600
6	9,700	10,100
7	10,200	10,700
8	10,700	11,300
9	11,200	11,400
10	11,800	12,500
11	12,400	13,100