

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
LABOR MEDIATION BOARD

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

In the Matter of

SCHOOL DISTRICT OF NORTH  
DEARBORN HEIGHTS

-and-

NORTH DEARBORN HEIGHTS  
FEDERATION OF TEACHERS  
Local 1439

On September 14th, 1967 the undersigned, LEON J. HERMAN, was appointed by the Labor Mediation Board as its Hearings 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, hearings were scheduled and held on September 19, 1967 at 7 PM, September 22, 1967 at 7 PM and September 23, 1967 at 9:30 AM at Riverside High School, Dearborn Heights, Michigan.

Royal G. Targan, attorney and William J. Rogers, Superintendent of Schools, represented the School Board.

Bernard Fieger, attorney; Rita McGowan, President of the Federation local; Pete Bokurak, Marilyn Tykocki, Jack Hagopian and Peggy White acted on behalf of the Federation.

*North Dearborn Heights School District*

Prior to the fact finding hearings Judge John M. Wise of the Circuit Court of Wayne County had issued an injunction directing the teachers of the District to return to work pending a new contract. Eighty members of the Federation submitted resignations rather than obey the Court order. The Board accepted the resignations, and has elected to operate the school system with the remaining 35 teachers plus some 25 substitutes. It is presently seeking to enlist other teachers for its staff.

Representatives of the parties began negotiations for a new contract as early as January, 1967 and completed an agreement about June 11th. The School Board rejected the proposed agreement. Negotiations since that time appear to have been fruitless, insofar as reaching a complete meeting of the minds is concerned. Judge Wise spent long hours with the parties attempting a settlement, and managed to reach an understanding between them, apart from minor issues which both parties agree will not stand in the way of agreement, and apart from one major issue which appeared to be the principal stumbling block: extension of the school calendar to permit the teachers a full year's pay.

The School Board had agreed to give the teachers a salary increase package of \$80,128, and included payment of \$30 per credit hour. While differences still exist between the parties as to differentiation of salary schedule between the BA plus 30 hours and beginning MA, and on the question of inclusion of ten hour blocks, I am of the opinion that these

issues are primarily interposed for bargaining purposes, and would not stand in the way of agreement if the calendar issue were resolved.

I talked at length with the Board concerning the calendar issue. At 10 PM on Friday, September 22nd, the Board agreed to consider the calendar issue, while insisting upon reservation of its previous position, for technical purposes, that the teachers no longer were employees, their resignations having been accepted. Pleading weariness, they asked until next morning to prepare a reply.

The following morning the Board submitted as its proposal for ending the strike the following terms:

A salary increase package of \$80,128, with \$30 per credit hour and a split in the BA30-MA schedule.

A two year contract, to pay an additional \$24,000 the second year. If accepted, the Board would extend the current calendar so that no loss of pay would be incurred, provided the teachers actually worked during the period of extension; or in the alternative,

A one year contract, but without extension of the school year.

Revision of the Assignment and Transfer Policy to that permitted administrative officials by the School Code.

Elimination of the Substitute Preference List.

No reprisals against teachers who have resigned, and in exchange, no reprisals by returning teachers against those who have been working; and no discussions of the issues with students in classrooms or buildings.

The teachers rejected the split BA30-MA schedule. They refused a two year contract, except upon terms which I felt should not be transmitted to the Board.

They accepted a one year contract, but only upon condition that the school year be extended.

They agreed to a change in the Transfer or Assignment Policy to the extent that to be qualified for the position he seeks a teacher (a) must be certified for the position and (b) have a major in the appropriate subject matter.

The Board refused the counter proposal. It then took the position that " It would be expensive, costly, unnecessary, and a total breach of faith with the citizens who have financially supported this district, to pay for extra services to those teachers presently working only to accommodate the illegal activities of the Union by artificially extending the school year. We are, and will at all times be willing to pay any teacher who is accepted upon application of employment from the date of such employment whether the teacher was formerly employed by us or is a new applicant."

Both parties were asked to return to the bargaining table the following day, Sunday, and the Board was asked to meet as a group with the teachers on Sunday. The Board refused to deal with the teachers except through its bargaining committee. The bargaining committee for the Board refused

to meet with the teachers until Monday night, and emphasized that it would follow its instructions to agree only to rehire the teachers on an individual basis. Under the circumstances I advised both parties that I would not return to meet with them, but would prepare and submit my report.

I should say that throughout the meetings on Saturday, September 23rd, I was ably and eloquently assisted by Hon. John Canfield, the Mayor of Dearborn Heights, who had been requested by the Board and by a number of citizens to intercede. I am most grateful to him for his earnest and sincere helpfulness in a situation where he had no direct authority, but used all his powers of persuasiveness to end the impasse.

I attach hereto a full copy of the Board's final statement to Mr. Canfield and to me.

It is contended by the Superintendent of Schools that the school system is operating in adequate fashion, that the students are receiving a proper education with the staff of teachers and substitutes on hand, and that he is rapidly hiring additional qualified teachers to fill out his staff. I am not a professional educator, as is Mr. Rogers, so I may be wrong in disagreeing with him. But I find that the school is on half day sessions. There is no kindergarten class as yet. It is inconceivable that a group of substitutes could be hurriedly rounded up and still come to work with a well

prepared program of instruction. It is even more incredible that 60 teachers, of whom 25 are substitutes, can be properly certified to teach subjects which formerly required 118 instructors. It is even more remarkable that this School District, with its currently lower than average salary scale and the uncertainties revolving about its labor relations, is able to attract qualified teachers in competition with so many other school systems which offer a more attractive atmosphere in these respects.

My own observations incline me to the belief that the secondary school will lose its accreditation unless the present dispute is brought to a prompt conclusion.

The Board has argued that an additional two weeks of school after the end of the present calendar will work considerable hardship on the District. Additional salaries for administrative and custodial employees, and for the teachers who have already worked two weeks, will cost the District some \$30,000. Further, the schools are not air conditioned, and the heat of late June would be too much for the students to take.

I dispute both contentions. The employees in those categories are paid by the year. Custodial employees work a full year except for a two week vacation. The 35 teachers now working could be released at the regular ending of the year, with those currently on strike ( I use the expression loosely, without intent to categorize the legal position of the

resigned teachers) finishing out the year's instruction. Thus the cost to the District would be minimal. This procedure has been followed in other districts, such as Dearborn. It could be followed here. As to the heat problem, I believe that the students could take the heat without undue detriment. The teachers appear willing to suffer with the heat.

More serious is the Board's fear that it may have to face another strike next year. No one can blame them for this. It is natural and normal to seek peace for as long as is possible. Unfortunately, the problems of the future are difficult to foresee or forestall. I can only suggest that the problems of the present bear more weight, and should receive priority of disposition.

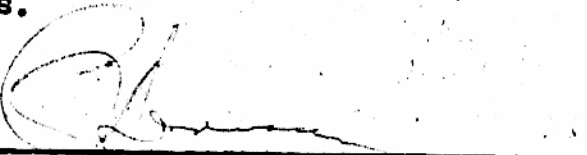
In limiting this report essentially to the matter of extension of the school year, I am relying upon the positive assurance of Mr. Fieger, attorney for the Federation, and of Mr. Targan, attorney for the School District, that all other issues are of minor importance and can be settled between them in a few minutes of discussion.

I find as a fact that the only important issue in dispute between the parties is the matter of extension of the school year, so that the teachers may become whole in income for the fiscal year.

I recommend that the Board extend the school calendar for

approximately two weeks, so that the teachers have the opportunity to earn a full year's pay. During the period of extension, the teachers shall not be paid for days in which they are not in attendance, for whatever reason. At the Board's option, the calendar shall terminate at the usual time for teachers who returned to their classrooms at the scheduled beginning of the school year.

I urge the Board to return to the bargaining table with this recommendation in mind, and that they enter into an agreement with the Federation which will permit the prompt reopening of the schools and prevent a potential deterioration of education to their students.



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Fact Finder

Detroit, Michigan,  
September 23rd, 1967.



September 23, 1967

We do not consider the Union has been fair or honest with you, Mr. Herman, and with you Mr. Mayor, when they sent you back at a critical time with the counter-proposal submitted. The Union has offered essentially what is now generally expressed in the Transfer and Assignment statement of the proposed contract.

It is further obvious to us that the Union is not negotiating for the teachers of the district but for a few friends when they insist on retaining a select substitute preference list.

The increase of the salary proposal is further evidence of bad faith, particularly when a substantial agreement had been reached in Judge Wise's chambers for \$80,128. Further demonstration of their lack of desire to resolve this dispute is the Union's insistence on a salary schedule structure that was rejected by the Board as early as last June, particularly when a new salary structure and the \$30.00 per credit hour had been essentially agreed upon before the Judge and the Fact Finder.

The Board has essentially requested two years of educational peace for the community so that we could be assured that the teachers would be back in the classroom next September. This the Union has refused to assure.

The school district has commenced educating the children in the community and will continue to do so. We are presently, and have been paying those teachers who have complied with the court's order, and have met their

professional responsibility to the community. It would be expensive, costly, unnecessary, and a total breach of faith with the citizens who have financially supported this district, to pay for extra services to those teachers presently working only to accommodate the illegal activities of the Union by artificially extending the school year.

We are, and will at all times be willing to pay any teacher who is accepted upon application of employment from the date of such employment whether that teacher was formerly employed by us or is a new applicant.

This Board is and will continue to operate the district as expected by the citizens of the community with competent, qualified, and certified professional personnel.