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MICHIGAN STATE LABOR MEDIATION BOARD, ADMINISTRATOR
RECOMMENDATIONS & PRELIMINARY FACT FINDING REPORT

* * * * *

In the Matter of the Dispute between

Saginaw School Board

-and-

The Saginaw Education Assoc.

* * * *David Keefe* * * * *

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OPINION EXPLAINING THE RECOMMENDATIONS By M. David Keefe,
Fact-Finder

Appearances:

Saginaw School Board

- L. A. Keller, Atty.
- E. P. Stansbury, Board Member
- J. Taylor, Superintendent
- L. F. Sopar, Asst. Supt.
- C. L. Cook, Jr., Observer
- R. J. Becker, Purch. & Supp.
- R. E. Kelly, Asst. Supt.
- E. VanderMeer, Bus. Mgr.

Saginaw Educ. Assoc.

- J. M. Miller, Exec. Sec.
- V. Heinrichs - MEA Assistant
- D. A. Foulds - Chairman
- C. Uribe, President
- F. E. Gibbs, Pres. Elect
- V. M. Harmon, Past-Pres.
- C. A. Rader, Sec.
- W. A. Prout, MEA Spec. Asst.

The hearing was held in conference quarters of the Board of Education located at 550 Millard Street, Saginaw, Michigan. The Proceedings opened at 10:00 AM on Thursday, August 24th, 1967 and continued through Saturday, August 26 and Friday, September 1, 1967, at which session the proceedings were concluded after the parties had signified that they had had full opportunity to submit evidence and arguments in support of their respective positions. The hearing officer informed the parties that, due to the urgency of the crisis in which they were embroiled, an abbreviated report would be issued as promptly as possible incorporating findings of fact on the most salient aspects of the impasse and recommendations to the parties for means of settlement, to be followed at a later date by a full opinion analyzing and evaluating the entire dispute.

STATEMENT OF THE FACTS

After about sixteen hours of uninterrupted and intensive effort in

the final stages of the hearing, the parties arrived at a common position on the

Saginaw School Board

salary schedule issue in dispute. The Association position was indicated to the hearing-officer by the MEA Assistant who, at that juncture, acted as spokesman for the SEA bargaining committee. An identical position was given to the fact-finder by the Board Committee which, at that time, was minus the participation of its principal advisor. The Association then revealed to the hearing-officer that, although it had indeed adopted the salary posture which had been elicited, it had serious misgivings about the effects of premature revelation on bargaining yet to take place on the remaining issues which had to be resolved before the complete terms of a contract could be arrived at. The Association insisted that a tight seal of silence would have to be imposed and that any declaration of a meeting of the minds on the salary issue would have to be so couched that it did not undermine free bargaining on other points.

The fact-finder, having satisfied himself that the parties had actually and freely adopted an identical salary objective, brought the parties together in joint session at about 2:30 AM of Friday, August 25, 1967. The Association's insistence on a "seal of silence" on the status of negotiations from that point on and the reluctance of the Association to acknowledge the commonality of the parties salary position as an outright agreement^{were revealed.} A discussion ensued. Each side signified its willingness to commit itself to the common, key salary figure as the basis for disposing of the salary dispute, if a formula could be reached which allayed the Association's fears. The "seal of silence" was directly agreed to between the principals - the Board Committee agreeing that no status report would be given even to Board Members during the remaining negotiations and until a complete agreement was achieved. It was further agreed that all items, as they were resolved, would be deemed to have been removed from the area of controversy and thus, progressively, re-

maining items would be similarly dealt with until the last was disposed of at which point the entire package of resolved issues would, together with the points already in accord, automatically become and constitute a complete agreement between the Committees to be taken back to their respective constituents and principals with affirmative recommendation for ratification.

At this point, one of the Board Committeemen stated that the official proposals of the parties remained unchanged as the only public frame-of-reference as to the status of bargaining progress between the parties. He thereupon amended the Board's position for public consumption (as against the agreement hidden beneath the "seal of silence") from \$5,850. to \$6,000. The Association was asked to revise its request for \$6,900. down to \$6,500. Surprised by this maneuver, the Association reacted agitatedly and fearfully with accusations that the Board Representatives appeared as if they were attempting to scuttle the progress which had just been made. The most responsible member of the Board Committee thereupon emphatically committed himself and the Board Committee to the genuineness of the accord between the Committees on the "non-controversial" salary figure which removed the salary item from the area of dispute for the purpose of becoming an integral part of a full agreement between the Committees at the conclusion of successful efforts to dispose of the remaining matters not in agreement. He explained that the Board Committee's intent in revising its official "public consumption" offer to \$6,000 was to escape a false implication that no progress was being made in negotiations and also, through this record of progressive changes in the salary offer, to assist the rationalization on the eventual recommendation of the "non-controversial" salary solution when full agreement was reached. He immediately

called on the Association Committee to join in this maneuver and to reduce its official position to \$6,500. The Association, reaffirming that it subscribed to the bargaining formula which had been worked out, emphasized its commitment to the "non-controversial" salary solution by renouncing any intention to embrace an alternate figure for any purpose - even public consumption.

Through a continuous process of bargaining, the parties reduced the number of outstanding issues so that in the final session of the hearing, on Friday, September 1, the fact-finder prepared a list of all unresolved items as follows:

<u>Status 9-1-67 A.M.</u> -	<u>Settled</u>	<u>Open</u>
Item 1 - Calendar & Days of Work Art. V - B1		x
Item 2 - Jr. High below 2 yr. seniority Art. V - D2	x	
Item 3 - Extra curricula activities Art. V - E1	x	
Item 4 - Additional teachers Art. VI - A - 1 - 3	x	
Item 5 - Additional Specialists Art. VII - A	x	
Item 6 - Non-teaching duties Art. VIII		x
Item 7 - Sub teaching by regulars Art. IX - F		x
Item 8 - Involuntary transfers Art. X - B	x	
Item 9 - Preference in filling openings Art. X - C	x	
Item 10 - Filling vacancies Art. XI - E	x	
Item 11 - Summer & Night School Art. XII	x	

	<u>Settled</u>	<u>Open</u>
Item 12 - Evaluation of probationary (teachers) Art. XIII		x
Item 13 - Parking facilities Art. IV - B - 5		x
Item 14 - Days leave of absence Art. XVIII		x
Item 15 - Assoc. Pres. free time Art. XIX		x
Item 16 - Textbooks Art. XXVI	x	
Item 17 - Study Committees Art. XXVII		x
Item 18 - Financial responsibility Art. XXX		x
Item 19 - Duration		x
Item 20 - Procedure for layoff		x

As of 9-1-67, open issues:

- Items 1; 6; 7; 12; 13; 14; 15; 17; 18; 19; 20.

This was duplicated and distributed to the parties for the purpose of determining whether this list represented a full and complete record of all open matters. The Association added the items of insurance, hospitalization, sick-leave and retirement which had been included in its original request for fact-finding but had not been explored in the sessions underway. The Board, in its turn, added an item involving Article VI, the first sentence of Section A, which it desired to negotiate in conjunction with its position on layoffs. Both sides then affirmed that they had inspected the list and that it represented a full and complete itemization of all matters in dispute. Salaries, already under the blanket of "non-controversial" solutions, was not listed by either side.

Continued exploration brought about further reduction of the issues in dispute and finally, late in the afternoon, the fact-finder prepared and distributed to the parties, the following resume of the residual disputes:

5:50 PM - Friday, Sept. 1, 1987

Issues remaining to be explored:

- 1 - Assoc. proposal on "Financial Responsibility"
- 2 - Duration of contract
- 3 - Board proposal on layoffs
- 4 - Group Insurance; Hospitalization; Sick- leave; Retirement.

This was accepted, inspected and approved by the parties. The Board spokesman expressed dissatisfaction with the status of Article XII, but no objections were pressed and the matter was dropped. The Board Committee, acting on the all-inclusive list of four items as set forth on the fact-finder's record, made the following blanket proposal addressed to embrace the complete package of remaining issues:

On Item 1, Financial Responsibility, the Board's position was final and unalterable rejection.

On Item 2 the Board declared that it desired a contract of more than one year's duration.

On Item 3 the Board insisted emphatically that it must have agreement on lay-off procedures.

On Item 4 the Board held to its current proposals and refused to concede further.

The joint meeting thereupon recessed at 5:00 PM, with the Board Committee leaving for dinner while the fact-finder continued in session with the Association Committee.

After a short series of separate conferences with the respective teams, the last item was disposed of and the fact-finder informed each com-

mittee that full agreement had been achieved and that the joint meeting would be resumed to officially conclude the hearing. At that juncture, the Board Committee assumed a posture as if no accord had ever been reached on salaries and that the item had always been unresolved throughout the proceedings. This created an irreconcilable impasse.

The Findings of Fact

1 - Upon the instant of resolution of the items set forth in the hearing

officer's record captioned:

"5:50 PM - Friday, Sept. 1 - 1937
Issues Remaining to be Explored"

the parties had completed agreement on the terms of a contract to be submitted for ratification and all "non-controversial" solutions automatically and instantaneously assumed full status as actual and bona-fide agreements.

2 - At that time and at no time thereafter did either side withdraw, repudiate or cancel any item in said agreement.

RECOMMENDATIONS FOR SETTLEMENT

The Committees should each carry out their obligations to refer the agreement to their principal parties for consideration of ratification.



M. David Keefe, Fact Finder
Appointed by the Michigan Labor Mediation
Board

Date: September 4, 1937