

MICHIGAN LABOR MEDIATION BOARD, ADMINISTRATOR
FACT FINDING REPORT & RECOMMENDATIONS FOR SETTLEMENT

In the Matter of the Dispute between

The St. Charles Community Schools

-and-

The St. Charles NEA Chapter

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

OPINION EXPLAINING RECOMMENDATIONS By M. David Keefe
Hearing Officer

The hearing on this case took place on September 27, 1967, in conference quarters of the School Board located in St. Charles, Michigan.

Appearances:

St. Charles Schools

A. G. Hall, Superintendent
K. L. Deal, Asst. Super.
E. Gendron, Elem. Princ.
R. B. Fell, H. S. Principal

MEA Chapter

C. Parliament - Chairman
L. Moeller - President
D. McCullough, Committeeman
D. DeKarske - Committeeman

BACKGROUND

Although no agreement had been arrived at between the parties, the 1967-68 school year opened without incident, students resuming classes on schedule without a contract on the understanding that the settlement, when reached, would apply retroactively to cover the full teaching year.

FACTS OF THE CASE:

The positions of the parties before the fact-finder disclosed that a major point in controversy involved the terms of the Agreement. The Board insisted on a two-year contract, whereas the Association insisted on an agreement covering only the current 1967-68 school year. After intensive exploration of settlement possibilities, a situation was finally worked out, subject to

on the other. The terms of this understanding were as follows:

1. The proposed agreement covered two years: 1967-68 and 1968-69.
2. First year (1967-68) improvements were:
 - a) Salary schedule -
BA - start \$6,000., with ten \$235. increments to a top of \$8,350.
MA - start \$6,400., with ten \$235. increments to a top of \$8,750.
 - b) Extended school-year program: \$126. per week.
 - c) Extra-duty schedule as proposed by the Board.
3. Second year (1968-69) improvements were:
 - a) Salary schedule -
BA - start \$6,400., with ten \$250. increments to a top of \$8,900.
MA - start \$6,800 with ten \$250. increments to a top of \$9,300.
 - b) Monthly insurance contribution by Board: \$5.00 per teacher.
 - c) Extra-duty schedule as proposed by Board.

In due course, the foregoing proposal for settlement was submitted to the MEA Chapter membership, with a committee recommendation for acceptance. This failed to carry and the tentative agreement was rejected by the body due to serious objections to the two-year duration of the contract.

DISCUSSION

The record discloses that the St. Charles teacher-group exercised commendable restraint and responsibility in subordinating conclusion of negotiations to prior resumption of their teaching functions. It was also evident that the MEA committee extended itself in good-faith efforts to achieve agreement by recommending the two-year proposal which was the only basis on which the Board would offer

group found this objectionable enough to prompt overriding the committee endorsement so that the package was turned down. It appears that the obstacle to accord lies in the extended duration of the Agreement, rather than in the precise terms applying to the first year. In the public sector, especially among teaching groups, the one-year contract predominates the collective bargaining scene - but longer agreements are not unprecedented and do exist in some relationships. In this case, on the teachers' side there is obvious fear that the early agreement covering 1968-69 might turn out to be below whatever pattern may develop. This, of course, could possibly eventuate - but it cannot now be said that it must certainly come to pass. At this point in time, no one can positively say whether the extended second year will conform to, exceed or fall below the general pattern which emerges.

The pivot on which this case turns is the commitments between the parties on the procedure for negotiations and the effects thereof. These guarantees were:

- 1 - From the MEA Chapter to the School Board - that 1967-68 teaching responsibilities would be assumed on schedule and without interruption, pending disposal of the bargaining problems through orderly processes of negotiation;
- 2 - From the School Board to the MEA Chapter - that the eventual agreement, when arrived at, would apply, in its appropriate terms, retroactively to the commencement of the 1967-68 school year.

The MEA Chapter has faithfully delivered full and complete compliance with

benefit is obliged to deliver the quid pro quo when it becomes due. Under the terms of this threshold agreement (which has no expiration deadline for the Board to assume its liability) it is conceivable that a continuation of the dispute could, through mere passage of time, remove all doubts as to the equities inherent to the Board's second year offer - the 1968-69 school contract pattern could become reality and speak for itself. If this eventuated then the Board would, of course, be liable to pay all teachers for all services rendered during the 1967-68 school year at whatever rates are finally agreed to under such deferred settlement, even though this retroactivity extended back through the entire year and applied to some individuals who might not continue on the staff through 1968-69. However, if this was allowed to happen, it most certainly would not be in keeping with the spirit of the threshold understanding, even though it might conform, literally, to the letter of that Agreement. The teachers, by reasonably discharging their functions, have already earned the retroactivity for which this was delivered. The negotiations, although stalemated on the second year (which is not an improper position for the Board to assume), were primarily oriented to solving the problems involved in the current 1967-68 school year. The second year (1968-69) became a factor only to the extent that the Board liberalized its first year offer and, consequently, desired to fix its second year costs. This complication, originally designed to facilitate an acceptable first year solution, became the tail which wagged the dog. The first year proposal no longer stood on its own feet -- and fell.

The Hearing Officer is convinced that the parties both exercised good-faith and a spirit of compromise in their efforts to come to an agreement. Since

these failed it seemed necessary to analyze the nature of the difficulties and to project the consequences of a protracted stalemate so that through understanding of the emotional influences at work and the procedural obligations involved, the parties might be inspired to resolve the impasse on a basis which mutually recognizes the needs and compulsions which motivate each side.

RECOMMENDATIONS FOR SETTLEMENT

The parties are urged to promptly enter into inactive negotiations for the purpose of arriving at a settlement within the general framework and scope of the tentative agreement reached on September 27, 1967

Miriam Keefe
MIRIAM KEFE
U.S. DEPARTMENT OF STATE
Officer

Date: October 28, 1967