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October 18, 1967

Hyman Parker, Esq.
Chief Mediation Officer
Labor Mediation Board
1400 Cadillac Square Building
Detroit, Michigan 48226Re: School District of the City of Troy
and Troy Education Association

Dear Mr. Parker:

I hereby submit to you three copies of a Supplemental Fact Finding Report in the Troy School District matter. If you recall, on the phone, I previously had told you that I had issued a Fact Finding Report as to the wage problem in that District. Subsequent to the issuance of that Report, the School Board asked me to return to fact find on their scheduling problem, which I did, and I have issued the enclosed Supplemental Fact Finding Report.

I hereby advise you that I did spend two days of fact finding at the Troy School District, to-wit: Saturday, September 9, 1967, which extended into Sunday morning, September 10, 1967, plus Thursday, September 26, 1967, as well as two days in writing opinions. Thus, I would be entitled four days at Troy. In addition, my mileage shows for the two trips I made out to Troy a total mileage of 130 miles. I trust this is the way you want me to report my services.

Very truly yours,

George T. Roumell, Jr.
George T. Roumell, Jr.GTR, JR:lk
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OCT 20 1967LABOR MEDIATION BOARD
DETROIT OFFICE

Troy; School District of the City of

STATE OF MICHIGAN
LABOR MEDIATION BOARD
FACT FINDING

RECEIVED
OCT 20 1967
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DETROIT OFFICE

IN THE MATTER OF:

SCHOOL DISTRICT OF THE
CITY OF TROY AND TROY
EDUCATION ASSOCIATION

SUPPLEMENTAL FACT FINDING REPORT

GEORGE T. ROUMELL, JR., FACT FINDER

On Saturday, September 9, 1967, the Fact Finder met with representatives of the School Board for the Troy School District and representatives of Troy Education Association to engage in fact finding concerning a labor dispute between ^{the} two groups at the time the Troy Education Association was out on strike. School was originally set to commence on Tuesday, September 5, 1967. As a result of the fact finding session, at the end of which the Fact Finder dictated an Opinion which was later typed and submitted to the parties, the membership of the Troy Education Association did return to the classrooms on Monday, September 11, 1967.

Following the above fact finding session and the announcement of the opinion at the end of the session, the parties again contacted the Fact Finder and asked the Fact Finder to return to review a scheduling problem which the parties were not able to resolve through negotiations between themselves. The Fact Finder did return to Troy and did meet with the Troy Education Association and representatives of the School Board for the Troy School District on Thursday evening, September 28, 1967. As a result of this meeting this

Supplemental Fact Finding Report is being issued. The parties have agreed to be bound by this fact finding.

THE ISSUE

The issue resolves itself around the question of scheduling caused by the fact that there was a delay in four (4) days in the opening of school. The Troy Education Association points out that Tuesday, September 5, 1967, was not to be a teaching day; that, in effect, children of the City of Troy lost three and one-half (3 1/2) teaching days. The Troy Education Association has made a proposal which would restore four (4) teaching days to the school calendar. On the other hand, the School Board for the Troy District claims that, in effect, teachers have missed five (5) days of work for the reason that under the rules and regulations of the Board of Education they cannot get paid for Labor Day unless they work the following Tuesday, and since they did not work the following Tuesday they also owe this day to the Board of Education, and that therefore the issue is to make up five (5) days.

DISCUSSION AND CONCLUSIONS

In regard to the issue as to whether or not the Troy Education Association in effect missed five (5) days because of their failure to work on Tuesday, September 5, 1967, thereby making them ineligible for vacation pay for Labor Day, September 4, 1967, the Troy Education Association argues that when they accepted the recommendations of the Fact Finder and when they bargain, they bargain for an annual contract that provided annual pay regardless of holidays. The Board on the

other hand argues that they told the Education Association prior to Labor Day, 1967, that they would go to fact finding and thereby asked the Education Association to urge its members to report to work as scheduled on Tuesday, September 5, 1967, and that they did show good faith in bargaining, and for this reason there was absolutely no need for the Troy Education Association to have its members not report for teaching assignments as scheduled on September 5. Therefore, so the Board argues, the teachers by not working September 5, 1967, lost the holiday pay for Labor Day.

In my opinion there was good faith bargaining on both sides. I think it was unfortunate that the Troy Education Association chose not to have its members report as scheduled. Although I am not passing on whether or not under the law teachers' organizations have the right to engage in strikes nor am I even suggesting that they should or should not so engage under given circumstances. I am saying that here, where there was a pattern of good faith bargaining on both sides and a willingness to go to fact finding, it was not in the best interests of the Association or of the Board to engage in a strike or refusal to report to work as the case may be because the best place to settle disputes is at the bargaining table if at all possible unless an impasse has been reached. I do not believe that an impasse had been reached at Troy, and I believe the teachers in these circumstances should have reported back to work as scheduled and bargaining should have continued, and if necessary a fact finder called for. I also cannot help but recognize that holiday pay is not automatic, but there should be a work basis for it.

However, I do appreciate that the Education Association believed that it was bargaining for a total package and does not want to jeopardize or penalize its members by the loss of Labor Day pay. Nevertheless, I believe that the Board of Education has a point, and I cannot emphasize that I believe that this dispute should have been settled at the bargaining table or with a fact finder without resort to a refusal to return to work.

For this reason, as will be set forth in my recommendations, I will provide for a day that the Board may use to make up the Labor Day loss.

Now we go into the actual scheduling problem. The Board would have the members of the Troy Education Association teach an additional week at the end of the school year. This week would run from June 17 to June 23, 1968. It is my understanding that before the situation developed in this school district, school was scheduled to end on June 14, 1968. Under the Board proposal school would end on June 23, 1968.

It is my understanding that prior to the current school year it was traditional in Troy that school would end on or about June 9; that there was no spring vacation except for Good Friday, Easter Monday, and the Tuesday following Easter Monday, and that it was quite common that school would be taught up to the last week day before the Christmas holidays. In the last negotiations the teachers persuaded the Board that there should be a little more time before Christmas and that there should be a spring vacation. The Board accepted this proposition and provided for a spring vacation and a longer

Christmas vacation, and thereby extended the school year one week.

The Board's argument is that the teachers are right-- that there should be a spring vacation and there should be more time before Christmas. Therefore, the Board argues that since the teachers themselves caused this situation the easiest way and the most practical way is to extend its school year one (1) week.

On the other hand, it is a well-known fact that many teachers during the summer attend summer school in order to increase their professional skills and standing. If the school year is extended until June 23, 1967, this very well could interfere with the ability of teachers to register in summer school on time. There is no set pattern when summer school begins at the various universities and colleges. Following this second fact finding session, representatives of both the School Board and the Troy Education Association reported to me that the starting dates of the 1968 summer sessions of the various universities and colleges range from June 17, 1968 to June 23, 1968. When one is dealing with a teaching staff in excess of 240 teachers, one cannot predict where a given teacher might go to summer school. A schedule should not be designed so that it will hinder those teachers from attending the summer school of their choice. Furthermore, with a late school year it is very possible that teachers will ask for early releases for one reason or another which could cause some administrative problems. I am also impressed by the fact that extending the school year two weeks beyond that previously experienced by the parents of the Troy School District may

interfere with the plans of the various parents. For these reasons, I am not inclined to extend the school year beyond the one (1) week already planned. Thus, I believe that the five (5) days, including the missed day for Labor Day, should be found prior to June 17, 1968. Therefore, on considering all the circumstances and weighing the problems of the Board of Education and its administrators, the interests of the parents and the interest of the teachers, I make the following recommendations.

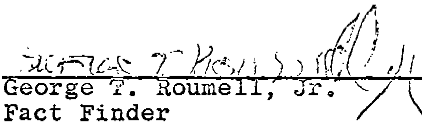
RECOMMENDATIONS

1. I recommend that Friday, December 22, 1967, shall be a teaching day.

2. I recommend that Wednesday, April 17, 1967, Thursday, April 18, 1968, and Friday, April 19, 1968, shall be teaching days.

3. I recommend that at the sole option and sole discretion of the Board of Education, the Board of Education may add to the teachers work year an additional day, to-wit: Saturday, June 15, 1968. The Board at its sole option and discretion may then designate, if it so desires, Thursday, June 13, 1968, as a teaching day and leave Friday, June 14, 1968, and Saturday, June 16, 1968, as teacher work days but not teaching days. If the Board desires, it could designate Thursday, June 13, 1968 as a clerical day and not a teacher day. This is within the sole discretion of the Board. It is the intention of the Fact Finder that at the Board's sole discretion, the Board may use Saturday, June 15, 1968 as the make-up day for the loss of Labor Day, as the Fact Finder does

recognize that the teachers, by refusing to work on Tuesday, September 5, 1968, in fact, owe another day to the Board of Education. It is the intention of this fact finding that in the interest of harmony that the teachers not lose the Labor Day holiday pay, but that the Board would permit them to make up the day (if the Board chooses to have the day made up), on Saturday, June 15, 1968. In other words, it is the intention of this recommendation that if the Board decides within its sole discretion to ask a teacher to work on Saturday, June 15, 1968, a teacher who does not work that day, unless excused by the Board from working, will not receive the Labor Day 1967 pay. If the Board decides not to ask the teachers to work on June 15, 1968, then the teachers will automatically receive the Labor Day pay. By making this recommendation, the Fact Finder does point out to teachers that in the event of a future refusal to work at a future date where the teacher does not work the day after a holiday, then this Fact Finder would not recommend that the teachers receive the holiday pay loss. The only reason that this Fact Finder is willing to do it on this occasion and provide for Labor Day pay is in the interest of establishing a solid collective bargaining climate.


George T. Roumell, Jr.
Fact Finder

Dated: October 19, 1967