

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of

Vandercook Lake Public Schools
Jackson, Michigan

-and-

Vandercook Lake Education Association

On September 2, 1969 the undersigned, Leon J. Herman was appointed by the Employment Relations Commission as its hearing officer and agent to conduct a fact finding hearing relevant 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 Commission's regulations. Accordingly, and upon due notice, hearings were scheduled and held on September 16th and 18th, 1969 at Vandercook Lake High School, Jackson, Michigan

Burdette W. Andrews, Superintendent; Melvin Schilling, Board President; Gene C. Snedeker, Board Treasurer and Russell Noble, Trustee, appeared on behalf of the Board.

Bruce Ambs, Michigan Education Association; Warren Culver, Jackson County Education Association; Allen J. Short, President, Vandercook Lake Education Association; and Mrs. Katherine Keeling represented the Association.

Vandercook Lake Public Schools

This school system employs 66 teachers, of whom 62 are members of the Association. The school population consists of 1,569 students.

The Association proposes that the Board approve an agency shop. The Board has opposed the proposal on the ground that it would compel teachers to join an Association against their will and that some teachers in the system are opposed to joining the Association.

It is nevertheless true that the Association bargains for all teachers, whether or not they are members, and the benefits which the Association accrues by virtue of its contract with the school system are a gain to all teachers alike, whether members or non-members. The Association is willing to protect the school system by a hold harmless clause.

I recommend that the Board grant an agency shop, with a grandfather clause to protect teachers presently on the roster of the school system who are not and choose not to be members. I further recommend that the Association agree to a hold harmless clause which would protect the Board in the event any teacher claims that she has lost rights because of compulsory membership in the Association or because of her refusal to join the Association. The agreement should provide that the Association will defend any lawsuits instituted against the Board and protect it against any loss or costs resulting from a lawsuit.

The present salary schedule calls for an 11-step index for Bachelors and a 12-step index for Masters. The Association asks that both be reduced to 10 steps.

The trend in education in this state is toward reduction in unusually long indexes. It would appear that generally the index throughout the state averages about 10 or 11 steps.

I therefore recommend that the Bachelor index remain at 11 steps but that the Master schedule be reduced in conformity from 12 to 11 steps.

The Board has proposed a salary schedule of \$6800 for beginning Bachelors, increasing in 11 steps to \$10,200 and a Master's salary schedule beginning at \$7300 and increasing in 12 steps to \$11,000.

I recommend that the Board's salary schedule be adopted on an overall basis but with 11 steps for the Master's schedule, and that the increments within the indexes be adjusted to reflect such change. This will give the instructors an increase of up to \$400 per year.

There should be no problem in achieving such a salary settlement since the parties are approximately \$14,000 apart at this time, of small consequence in a payroll of over \$550,000.

Most of the supplemental schedule payments for extra duty are satisfactory with one or two minor exceptions. I recommend that the supplemental schedule be adopted as recommended by the Board.

A number of other incidental issues between the parties require determination:

I recommend that the insurance granted the teachers be \$180 per year. The teachers have requested that insurance other than

hospitalization be permitted. I recommend that the Board permit the teachers to purchase any insurance which the Michigan Education Association offers up to the maximum of \$180 per teacher, with the clear understanding that the Board may thus make a single lump payment to MEA and thereby be relieved of unnecessary and involved bookkeeping.

The Association asks for ten days of released time without loss of pay for members of the MEA for use in Association business, particularly in connection with meetings at the MEA. It has agreed to reimburse the school district for the cost of substitutes for such time.

The Board objects on the ground that while it does not cost the school system any more, it does cost the children in terms of education, since a substitute without the continuity of instruction of the regular teacher would not give the children the educational advantages that his regular teacher would give. Nonetheless it is of value to the officials of the Association to meet with their parent organization from time to time to discuss matters that might be of benefit to the school system itself. I therefore recommend that the Board allow five days for Association business per year, for which the Association would pay substitute salaries, upon the express understanding that the Superintendent must first approve the absence, both with consideration of the needs of the school and with the value to the school system of the subject matter of the proposed meeting.

The Association asks that no noncertified teacher should be employed unless the school district is unable to obtain a certified teacher and that in such case it satisfy the Association of the need

There are presently no noncertified teachers in the employ of the Board. It is obvious that this Board has the interests of its students at heart and desires to give them the best education it can within the means at its disposal. There may be times when the Board will, of necessity, be required to hire noncertificated teachers. I believe this is a management decision which should be left to the management and should not require the concurrence of the Association. I therefore recommend that this request be denied.

The Association asks that teachers who are required to appear in court under subpoena or for any other reason be paid for their time. The Board is unwilling to assume this expense.

Certainly the Board should absorb the cost to teachers of appearances in court in connection with matters arising out of school business; for example, if a teacher is required to appear in court on charges of striking a child. These are school-connected matters and the Board should absorb the cost of the teacher's salary. I therefore recommend that the Board pay the salary of teachers who are required to appear in court on school-connected matters.

The Association asks that thirty hours of graduate work be treated as the equivalent of the Master's degree. This was done in the last contract except that the hours which were recognized were limited by the type of study. I have examined last year's contract and I believe that it is fair. I recommend that it be adopted in the current agreement without change.

The past contract provided that the terminal step in the grievance procedure shall be an appeal to the Labor Mediation Board.

That agency (now Employment Relations Commission) has since March, 1969 refused to hear grievances unless a public interest is involved, and this would be an extremely rare occasion. The Association now asks that arbitration be substituted as the last step of the grievance procedure.

I strongly recommend that arbitration be agreed, under the auspices of the American Arbitration Association, or through an arbitrator named in the contract if the parties so prefer. There must be some point at which an impartial person may come in, view the facts, and determine whether either side has been unfairly treated. This is hardly a position that the Board itself can assume, since it is one of the interested parties. In fairness to all concerned, an arbitration clause should be included and I strongly recommend it.

I further recommend that the parties agree upon a two year contract with a provision for reopening at the end of the first year for renegotiation of salaries and insurance. I believe the contract as I have suggested, together with the clauses already agreed upon, will give the teachers a contract that is fair and equitable and one that both sides can live with. It would seem pointless to reargue the same issues year after year when tentatively they appear to have an understanding which would last them two years without serious problem.

The Association has asked for a "no just cause" provision to protect the instructor who undertakes extra duties from discharge from such duty. I do not recommend such a clause. The instructor is under no obligation to accept such a duty and he may accept or reject at his discretion. The Board should have the same

privilege of granting or not granting extra duty as it feels the work is required or the instructor is to their satisfaction.

The one issue remaining is the matter of relief time for elementary teachers. The problem in connection with this issue was related quite graphically by Mrs. Katherine Keeling, an elementary teacher of long standing. She explained that every morning and every afternoon the elementary teachers have the duty of escorting the children to the playground for a fifteen minute period and supervising their activities during that time. She felt that these teachers should have this time free, with the supervision being done by teacher aides. Her explanation was that all elementary teachers are women; that as women, they are subject to menstrual recurrence, and that this can be a serious problem to a teacher who has no free time from 8:30 to either 11:30 or 12:15, with a similar stretch in the afternoon. A teacher undergoing her menstrual period should be allowed fifteen minutes free time in the morning and in the afternoon to take care of the incidental problems that arise as a result of her condition. Four other elementary teachers protested that the stretch of several hours from start of school to lunch period, and the long afternoon session, did not permit necessary visits to the bathroom. Furthermore, the teachers needed a few minutes for preparation or relaxation away from their students, and the students would benefit from a few minutes away from the teacher.

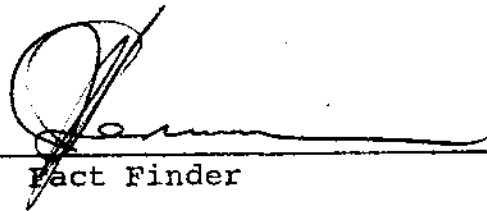
Mr. Andrews, the school Superintendent, rejected the argument. He stated that the teachers do get plenty of free time; that in each week they have forty minutes when a music teacher takes over the class; forty minutes when an art teacher takes over the class; and forty minutes when a class is taken over for hum and strum

(a curriculum of which I was given no details). Furthermore, a teacher in extreme circumstances may give her class a project to keep it busy, advise the teacher next door to do the same, and have that teacher take over supervision of both classes while she attends to her personal needs.

I believe the elementary teachers have presented strong arguments for relief time, both for personal reasons and for a rest from the continued pressures of teaching young children for extended periods. I recommend that elementary schoolteachers be granted fifteen minutes relief time in the morning and a like period in the afternoon.

This relief time is not to be applied to high school teachers, who do get a few minutes between every class and who see different students in each class, so that the same pressures are not involved. Further, a substantial number of the high school teachers are men who do not have the same physiological problems.

I want to thank both the Board and the Negotiating Committee for the cooperation they extended and the compromising attitude they displayed. I believe the foregoing recommendations should be satisfactory to both sides and should result in a fair and adequate agreement.

A handwritten signature in dark ink, appearing to be 'J. L. ...', written over a horizontal line.

Fact Finder

Dated, Southfield, Michigan
September 24, 1969