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STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

BOARD OF EDUCATION
WHITEHALL DISTRICT SCHOOLS

-and-

WHITEHALL EDUCATION ASSOCIATION

George T. Roumell 4-6-70 /

FACT FINDER'S REPORT
AND RECOMMENDATIONS

Whitehall School Matter

Appearances for the Board of Education:

Robert W. Christie, D.D.S., President, Board of Education
Dr. G. L. Edson, Superintendent of Schools
R. Burr Cochran, Esq., Attorney for the Board
Allan E. Vander Ploeg, Esq., Attorney for the Board

Appearances for the Whitehall Education Association:

L. A. Diebold, Representative, Michigan Education Association
Ralph E. Bergstrom, Negotiation Team Member
Ruth Rikkers, Secretary, Whitehall Education Association and Negotiation Team Member
Michael Frang, Negotiation Team Member
J. L. Knowlton, Negotiation Team Member

Subsequent to the passage of Act 379 of Public Acts of 1965, the Board of Education, Whitehall District Schools, (hereinafter sometimes referred to as "Board"), and the Whitehall Education Association, (hereinafter sometimes referred to as "Association"), have entered into three successive one-year collective bargaining contracts, namely, for the school years 1966-1967, 1967-1968 and 1968-1969. In arriving at these past contracts, the

F.F. George T. Roumell Jr.

parties have had some difficulties. At least once previous to the present situation, the parties have had to rely on Fact Finding. There have been at least two instances of withholding services. In one case, the services were withheld one day and in another case approximately one week.

The parties began negotiating for the current contract in May, 1969. On August 28, 1969, they met with a state appointed mediator to review their respective positions in an attempt to reach agreement. On September 4, 1969, the parties again met in an attempt to reach agreement on the 1969-1970 contract. On September 22, 1969, the parties reached tentative agreement. At the time the Association's negotiating team consisted of David Hartman, a former president of the Association, John Huizenga, James Scott and Marian Gibbs.

The so-called tentative agreement supposedly settled all economic and non-economic issues.

On September 25, 1969, the Association membership met and by a vote of 23 to 22 rejected the contract as agreed to at the bargaining table. There are some 76 teachers in the school district and approximately all but seven are members of the Association. After the September 25, 1969 vote, the bargaining team who negotiated the tentative agreement resigned and were replaced with the current bargaining team who were the bargaining team elected to serve in negotiating the 1970-1971 contract. This bargaining team consisted of Ralph Bergstrom, Ruth Rikkers, Mike Frang and J. L. Knowlton.

Apparently the issues in dispute with the possible exception of the issues of release time and class size are non-economic items.

On October 22, 1969, the Association's membership again met to consider the contract as negotiated on September 22, 1969. The membership again rejected the contract, but this time the vote was 39 to 19 with 58 of Association's some 69 members voting as contrasted to 45 of the members voting on September 25, 1969.

After the second rejection the parties met on October 27, 1969, December 4, 1969, December 9, 1969, December 12, 1969 and December 22, 1969.

On January 16, 1970, Mr. Lawrence A. Diebold, Field Representative, Michigan Education Association(the parent organization of the Whitehall Education Association) and the state appointed mediator, attended a negotiation meeting. The parties again met with Mr. Diebold and the mediator on January 28 and February 9, 1970. Although some additional agreements were reached, little progress was made on the issues that apparently caused the contract rejections of September 25, 1969 and thereafter.

Following the February 9, 1970 meeting, the membership of the Association met on February 12, 1970 and again rejected the tentative agreement as modified by negotiations by a vote of 56 to 4.

Thereafter on or about February 20, 1970, the Association filed a petition with the Michigan Employment Relations Commission asking for Fact Finding. On March 4, 1970 the undersigned was appointed Fact Finder. A hearing was held on March 25, 1970.

The Fact Finding petition recited and the answer filed to the petition by the Board acknowledged that the issues apparently in dispute were: 1. Recognition, 2. Board and Teacher Rights, 3. Release Time, 4. Class Size, 5. Leave Policy, 6. Loss of Pay Computation, 7. Binding Arbitration and 8. Agency Shop.

Throughout the period recited herein, the teachers did not withhold services. They have received the economic benefits negotiated in the tentative agreement of September 22, 1969 in their pay checks except that the new insurance program has not yet been put into effect.

The events leading up to the Fact Finding hearing in this matter plus the reference to the fact that these parties have had one previous Fact Finding experience plus withholding of services or strikes in the last four years have been outlined in detail because of their general significance to the entire concept of collective bargaining in public employment in Michigan.

No teacher organization can quarrel with the fact that by virtue of the enactment of Act 379 of Public Acts of 1965 the teachers in the State of Michigan have been able to achieve substantial improvement in both working conditions and economic benefits. And although Board of Educations will not admit it, the Act has also been helpful to Board administration and education in general.

But the object of Act 379 is to make collective bargaining work in an atmosphere of peaceful labor negotiations. It is not designed to cause interruption of services or strikes. Though there is provision in the law for Fact Finding, the object of collective bargaining is not to invoke Fact Finding but for the parties to try to reach amicable agreements without resort to Fact Finding or strikes.

It has been suggested that Fact Finding is a substitute for strikes in public sector bargaining. It is well recognized that in the private sector literally thousands of collective bargaining contracts are reached each year throughout the nation without the resort to strikes. Likewise, since Fact Finding is considered a substitute for strikes, it should be the pattern in Michigan that collective bargaining agreements in public employment will be reached in the vast majority of cases without resort to Fact Finding or strikes. Public employment contracts

should be reached through good faith collective bargaining.

In order for this to come about and to end the constant rush to Fact Finding and the unfortunate disruption of services, in public education, teacher groups and Board of Educations must bargain realistically and must bring bargaining expertise and sophistication to the bargaining table.

This brings us to what happened this year in Whitehall. What is about to be said is not meant to be in the nature of criticisms but only in the nature of suggestions not only to the Whitehall Education Association and to the Board of Education of the Whitehall School District, but it is hoped that this report may serve as a general suggestion that collective bargaining agreements in public employment can be reached without resort to withholding services or Fact Finding.

The problem in Whitehall is that a tentative agreement was reached at the bargaining table. The Board had every right to expect that the agreement would be ratified. It was not. The Association bargaining team who negotiated the agreement mildly recommended it. Subsequently, as if participating in a football game, the Association sent in a new team to negotiate. Such an approach can deliberately destroy collective bargaining because it telegraphs to the Board that it should never reach an agreement in the future at the bargaining table. No one wants this. Parties must be able to reach tentative agreements at the bargaining table.

It is true that perhaps with growing frequency, agreements are reached at the bargaining table only to be rejected by the Association or Union membership. But the Whitehall situation was different than most such cases. In those cases where the membership have rejected a tentative agreement, they have rejected all parts of it including the economics. Here in Whitehall, the

teachers (although they claimed they had no choice) accepted the economic benefits of the contract but rejected it over such issues as agency shop, recognition, board rights and some other basically non-economic issues (although the question of release time and class size may be classified as economic issues). It is interesting to note that as far as the salary schedule is concerned, it compares favorably with other districts in Muskegon County, Michigan where Whitehall is located and in the middle steps is among the highest in the County.

Thus, what apparently the Association did was obtain favorable economic benefits and then attempted to whipsaw the Board in gaining some non-economic benefits when the Board believed that there was a tentative agreement. It is suspected that this technique was exemplified by the fact that each time the tentative agreement came up for ratification, the teachers by a larger vote refused to ratify. Such tactics do not breed good solid collective bargaining.

It is important to note that from an Association standpoint, this is not the only contract the Association will negotiate. There will be contracts in future years. Certainly, if the Board had followed the same conduct as the Association, the Association would have every right to be alarmed. The question is whether the Board has a right to be alarmed over the Association's conduct.

Again, this is not meant to be critical but only to suggest that the Association has a duty to be more realistic and approach the bargaining table with sophistication. There is no requirement to agree at the table. But once agreement is reached at the table, all attempts should be made to have the contract ratified including strong and positive recommendations for ratification by the team who negotiated the tentative agreement. This is the only way collective bargaining in public

employment can be made to work in Michigan.

Though this Report points out a problem in the Association's conduct, it must be recognized that it is a democratic organization and its membership has spoken. It must also be recognized that it takes two to reach an agreement and it takes two to cause a situation. The items on the table indicate that there were certain areas where perhaps the Board's position was unreasonable and perhaps contributed to the situation the parties now find themselves in. This point will be discussed further below.

Fact Finders in arriving at recommendations apply a number of criteria. As applicable to this situation, there are four basic criteria to be applied. They are: What would the parties have agreed to if in fact there had been a strike? The ability of the district to pay. Comparisons with other surrounding districts. The previous collective bargaining history of the parties.

The strike criteria assumes that there would have been a strike. This is not a fair assumption in the Whitehall situation. The bargaining history as explained above leads one to believe that in fact the teachers were not willing to withhold their services and take the consequences, such as losing economic benefits while on strike and the reaction of the public who sometimes are called on to vote millage. It is to the credit of the teachers that they chose not to withhold services. In view of the fact that there was tentative agreement and the ratification failed over the so-called non-economic issues, it is doubtful that the parties would have arrived at any more of an agreement than the recommendations to be set forth herein if in fact there would have been a strike. It must also be recognized by the Association and its members that some of the gains that they are asking for

here may be matters which will have to be gained in future contracts, if at all. Everything cannot be obtained in one, two, three or four years. Furthermore, some items that teachers now think are important may not be important in future contracts and some items that the Board believesare now important may not be important to it in future contracts.

The ability to pay is an important factor in Whitehall in regard to two items which have economic consequences, release time and class size. The Board of Education in March, 1969 went to the voters and asked for 16.5 mills. This vote failed by a vote of 800 to 500 (using round figures). The Board again went to the voters in June, 1969 and again asked for 16.5 mills. This again failed by a vote of 750 to 584. The significance of the second failure obviously was that there was not a great enough voter shift to indicate that in a future election, 16.5 mills could win. Furthermore, it should be noted that in the local newspaper, "Whitelaker" on Thursday, March 6, 1969 (Board Exhibit 7) in connection with the March, 1969 millage, the Board specifically pointed out that the millage was needed in part to reduce class size. The Article in part published in that publication on said date reported:

> " The major item in the proposal in importance and in cost, is the addition of four elementary teachers and the rental of three temporary class rooms. These teachers and rooms will reduce the crowding in our elementary school, and reduce the over-all pupil-teacher ratio to 26. Present plans call for an additional teacher in first, second, third and fifth grades."

The Superintendent of Schools testified that in fact in the campaign for the 16.5 millage on both occasions, it was emphasized that the Board desired to reduce class size. In July, 1969, the Board put 12.5 mills on the ballot. This passed by 626 to 365 but it left no room to hire additional teachers so as to reduce class size.

Though the Association did put in evidence exhibits indicating that the Whitehall class sizes are high as compared to other Muskegon County Schools, the Board itself has put in evidence exhibits indicating that there has been some attempt to keep class sizes within reason.

Much can be said for smaller classes and the Fact Finder appreciates the arguments of the Association. Nevertheless, the Board has shown good faith. The voters have rejected the Board's plead for more funds to provide smaller class size. It may be that the only way small class size can be obtained is for the Association to make a choice and temper economic demands in negotiations for future contracts so as to permit the Board to utilize its financial resources to reduce class size. This is a decision that must be made by the Association in planning its their future bargaining strategy. But for the time being in view of the fact that the teachers did get a fair economic offer in the current year and in view of the voters' reaction, this Fact Finder cannot recommend any change in the present class size language in the contract. The class size language must remain flexible because of the economics of the Whitehall School District.

In regard to release time, there is much to be said for this. Release time, however, may involve hiring additional teachers which the school district does not have the funds to do at the present time. Particularly in view of the lateness in the school year, it is the Fact Finder's opinion that because of the finances and the lateness, recommending release time is unrealistic at this time. This may become a demand in the next year's negotiations. It may not. But at the present time, it should not be recommended.

A comparison with other districts is a helpful criteria applicable to the question of agency shop. This Fact Finder has on occasions recommended agency shop. However, he is not prepared to do so in this situation. A comparison with at least nine other school districts in Muskegon County indicates that only two have an agency shop clause. It may be true that a start has to be made somewhere. But the start cannot be made this year in Whitehall for the very reason of the collective bargaining history explained above. If agency shop was that important then the Association had no business reaching a tentative agreement. It is very doubtful when only seven out of the some seventy-six teachers in the system do not belong to the Association that the teachers are willing to strike over this issue. Therefore, this Fact Finder will not recommend same. Again, this goal may be obtained in future contracts, but not now for reasons stated.

There is a fourth criteria sometimes applied by Fact Finders, namely, collective bargaining history. This criteria applies to the issue here of "Board and Teacher Rights." The Fact Finder does appreciate the teacher's concern over the term "private life" in Article II, "Teacher and Board's Right,"

Section E of the proposed contract. But this same language has appeared in at least the last two collective bargaining contracts negotiated between the parties. The parties have agreed to this language before. They agreed to it in the tentative agreement of September 22, 1969. Just as the Fact Finder believes that the teachers would not have struck over agency shop, he is doubtful whether they would have struck over the change in Section E. Again, if Section E was this important, why did the negotiating team reach the tentative agreement without the Section E change? The same reasoning applies to the Association's demand to drop "code of ethics" from Article II, Section D. For these reasons, this Fact Finder cannot recommend any changes in Article II other than as negotiated in the tentative agreement as modified if at all by the parties.

As to the issue of the Association's demand that "loss of pay" be computed at 1/10th the bi-weekly gross salary rather than the current 1/184th of gross annual salary, this Fact Finder is persuaded by the argument of the Board that it grants additional compensation for work done beyond one hundred eighty-four days by the same formula of 1/184th of gross annual pay that it deducts loss of pay. Under these circumstances, this Fact Finder is not impressed with the Association's demand. It may be that the entire method of computing loss of pay and additional pay may be the subject to bargaining in negotiating future contract. As matters now stand the equities of the argument are in favor of the Board and not the Association.

Though one has expressed concern over the conduct of bargaining association team in the reaching of a tentative agreement, the Fact Finder also points out that perhaps the Board

contributed to the situation in at least three areas where perhaps it should have been more realistic.

The basic issue as to the recognition article, Article I, are the words appearing in parenthesis in the sixth line thereof, and underlined here, to-wit, "(excluding salaries of employees whose salaries are reimbursed by an agency other than the Board, inclusive of community school and summer programs,...)"

The Association argues that the original certificate of representation (Association Exhibit 1), a previous petition for Fact Finding where the Association stated that the unit included special education teachers, remedial reading teachers and counselors (Association Exhibit 2) and the answer to this previous petition by the Board wherein the Board admitted that the unit was as stated by the Association (Association Exhibit 3), support its position that the unit should include all professional employees except supervision or executive positions.

The above exclusion proposed in Article I would exclude certain counselors, certain special education teachers and certain remedial reading teachers. The Board's argument for exclusion of these said teachers and the counselors is because the funds for their respective salaries come from sources other than the general operational millage. The funds to pay the counselors and the remedial reading teachers come from so-called Title I Funds. The Funds for the special education teachers come from the intermediate school district. Apparently the salaries are set for the special education teachers by the intermediate school district. Under these circumstances, the Board does not wish to bargain the salaries of these teachers. One is not suggesting

that the parties cannot bargain positions out of the unit. But one is suggesting that the original certification is somewhat persuasive. This becomes more so in this situation because the only real reason that the Board wants to keep these positions out of the bargaining unit is because of the sources of their funding. The method of funding at least as to special education teachers will be changed next year because of the change in funding procedure on the part of the intermediate school district. Certainly the Association in bargaining for these positions could keep in mind in the future as to where and how the funds are obtained for these positions. But the fact of the matter is that the Association should have the right to bargaining for these positions.

In order to give some relief to both parties in this situation and recognize their respective points of view, the Fact Finder is recommending that the above-quoted language from Article I be deleted. Further he is recommending that the parties as an agreement supplemental to the collective bargaining agreement sign the following letter:

> "It is hereby agreed between the Whitehall Education Association and the Board of Education for the Whitehall School District that in regard to the counselor's position funded by Title I Funds and the remedial reading positions funded by Title I Funds and the special education positions funded by the intermediate school district, the salaries for these positions will not be negotiated between the parties for the school year 1969-1970 but will be determined solely by the Board of Education. It is, however, understood that in future years, the salaries of these positions will be the subject of negotiations between the parties. It is further understood that no special education teacher will receive less during the 1969-1970 school year than he or she would have received if in fact

he or she was paid pursuant to the salary schedule established in the 1969-1970 agreement between the Association and the Board of Education."

This letter should be sent and signed by the Board and be returned to the Board with a signed acceptance.

The question of including mandatory binding arbitration as the terminal step in the grievance procedure in the proposed contract has separated the parties. The Association argues that provisions for mandatory binding arbitration in grievance procedures are being favored in public employment collective bargaining agreements in Michigan. The Board takes the position that it just does not like mandatory binding arbitration and also argues that it should have the option of litigating contract disputes in Court.

The Board's position is most unrealistic and is behind the trend in public employee labor relations in the State of Michigan. In a Michigan court test mandatory binding arbitration for grievances in public employment collective bargaining contracts has been favored. See Local 953, International Union of American Federation of State, County and Municipal Employees v. School District of City of Benton Harbor, 56 L.C. 51, 775 (decision by Berrien County Circuit Judge Byrnes).

The Michigan Employment Relations Commission has favored mandatory binding arbitration for grievances. Oakland County Sheriff's Department, CCH Labor Law Reporter, 49, 912.

The Supreme Court of the United States definitely has gone on record has encouraging mandatory binding arbitration as a means of resolving disputes arising under collective bargaining

agreements. See the now famous Trilogy, United Steel Workers of America v. American Manufacturing Company, 363 U.S. 564(1960); United Steel Workers of America v. Warrior and Gulf Navigation Company, 363 U.S. 574(1960); United States Steel Workers of America v. Enterprise Wheel and Car Corporation, 363 U.S. 593(1960).

The whole trend of the above cases has been that the courts are not the place to resolve grievances arriving under collective bargaining agreements. They should be resolved by the parties themselves. And in the event they cannot be resolved then there should be a resort to binding arbitration.

The Supreme Court of the United States has held that a mandatory binding arbitration clause is the quid pro quod for a no strike clause. Local 174, Teamsters, Chauffers, Warehousemen, and Helpers of America v. Lucas Flower Company, 369 U.S. 95(1962). The proposed agreement between the Whitehall Education Association and the Whitehall School District purposes a no strike clause (Article VII). Without ruling on the point there is statutory authority that suggests a public policy against public employee strikes. (M.S.A. 17.455(1) - (2).Certainly if a mandatory binding arbitration clause is the quid pro quod for a no strike clause than a no strike clause in a public employment collective bargaining agreement coupled with statutory authority that indicates a policy against public employee strikes is the quid pro quod for a mandatory binding arbitration clause. If the Whitehall School Board does not want strikes during the contract then it must offer a alternative for settling grievances. This alternative is mandatory binding arbitration.

The Board says that it does not like mandatory binding arbitration. Yet, even in its current contract the Board does provide for voluntary or permissive arbitration. This is a partial

recognition on the part of the Board that arbitration is an acceptable means of resolving grievance disputes. The fact of the matter is if the Board does not like mandatory binding arbitration, the way to avoid it is to follow a course of conduct which would not necessitate the use of arbitration. Many school districts have mandatory binding arbitration clauses and yet are never in a position where they go to arbitration because serious grievances are avoided through collective bargaining on the part of the Board and the Teachers to avoid arbitration.

The Board argues that it should have the right to litigate the matter in court. Such litigation in court is an absolute and utter of waste of taxpayers' funds because court litigation is expensive. The whole idea behind arbitration is that it is an economical and speedy method to reduce disputes thus saving Board funds and thereby saving taxpayers' money. Furthermore, the Board, if arbitration is required, has a voice in the selection of the arbitrator. Those who serve as arbitrators are more experienced in labor relations and the problems of education than most judges.

It is interesting to note that those school boards who have agreed to mandatory binding arbitration, have used arbitration sparingly and thus successfully.

Even by using the comparison criteria, there is a growing trend in Muskegon County school districts as contrasted to agency shop clauses, to adopt mandatory binding arbitration clauses (Exhibit 14) At least three Muskegon County school districts, Mona Shores, Muskegon and Montague have mandatory binding arbitration. Montague is the twin city of Whitehall. If Montague has mandatory arbitration, is there any reason why Whitehall should not have it?

Based upon the above rationale, this Fact Finder is recommending mandatory binding arbitration as the terminal step in the grievance procedure in the proposed contract. He is recommending that Article IV, Grievances, Paragraph C 7, be revised so that it shall now read as follows:

> "a. If the decision of the Board of Education is not acceptable to the Association, then the Association may, within thirty days of the date of the decision request arbitration by written notice to the Board. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board and the Association within thirity days after written notice has been given to the Board. If the parties fail to agree on the selection of an arbitrator, the parties shall jointly request a list of arbitrators for the Michigan Employment Relations Commission and upon receipt of the list shall, by a process of elimination, select an arbitrator.
>
> b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision and award within thirty days after the conclusion of the testimony and argument. The expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, and causes such a record to be made providing it pays for the record and make copies available at costs to the other party.
>
> c. The arbitrator shall not have the power to add to, subtract from or modify the terms of this agreement nor shall any grievance be heard which does not relate to the application or interpretation of the terms of this agreement or to a matter of discipline.

The above clause is typical of many arbitration clauses in School Board-Teacher contracts. It follows very closely the pattern of the arbitration clause in the present Whitehall teacher contract except that it provides for mandatory final and binding arbitration if arbitration is requested.

This to repeat is in keeping with the trend of public employment collective bargaining and is the most economic and efficient means of settling grievances and disputes

and is designed to save taxpayers money.

The final area where the Fact Finder believes that perhaps the Board was unrealistic in not attempting to some extent to meet the Association's demands is in the area of personal business leave. As the Fact Finder understands it, the issue is not whether or not there should be personal business leave days, but the issue is the method by which the days are to be granted.

Apparently, the Board in the current contract and in previous contracts have established the principle of personal business leave days. This is not the issue here. The question is the application.

The Board maintains that it has been fair in granting personal business leave days. The Fact Finder had no reason to dispute this. However, it should be recognized that in any system, the application of a personal business leave policy as among several administrators may vary because of the indefinite nature of the term "Personal Business Leave". Basically what the teachers desire is to clarify this indefiniteness so that they will have a better idea as to when they can apply for personal business leave. They also want the right to emphasize the word "personal" so that they will not be put in the embarrassing position of revealing to their principals a very personal matter, such as a woman teacher discussing a personal medical matter with a principal.

On the other hand, the provision for personal business leave is designed for a specific need. It is not designed to give extra vacation time to teachers or to allow teachers to handle matters that could be handled on weekends or after the school day, such as, shopping, and lawn maintenance. No one is suggeting that the policy behind the personal

leave provision has been violated in Whitehall. But to protect the legitimate desire of the teachers and the legitimate interest of the Board, the Fact Finder believes that the personal leave clause in the proposed contract should be modified in the interest of clarity.

This Fact Finder is recommending that the language of the proposed Whitehall contract be changed in that Article XV, Section D be deleted as it now stands and in place of it, the following language be substituted:

"D. Personal Business Leave

1. Two days of paid personal leave per school year shall be granted annually to all full-time employees in a regularly assigned position.

2. It is agreed that personal leave days are provided for legitimate business, professional, and family obligations a teacher regularly encounters which cannot be met outside the regular school day. Typical of these obligations, although not all inclusive, are: court appearances, scheduled medical appointments religious holidays, college graduation exercises, honors convocations honoring the teacher or members of his or her immediate family, real estate transactions. This provision for personal leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping or such activities as yard maintenance.

3. Application for personal leave should be made to the immediate principal prior to the date of such leave by a form provided for by the Board which is attached hereto as Appendix A, * which form shall require the teacher to state at least in general language the reason for the personal leave. So long as the personal leave is consistent with the purposes of this paragraph it shall automatically be granted. Personnel taking personal leave days for reasons not within the spirit of this Article shall be subject to discipline.

4. One (1) additional day may be granted by the principal for personal business leave as defined above to tenure teachers with primary consideration being given to the teacher's attendance record.

*The recommended Appendix A is attached at the end of this Report.

There is no reason why the parties cannot accept this language because it clears up what apparently is the basis of the dispute on this point.

Both parties admit that bargaining for 1970-1971 contract between them will commence on or about May 1, 1970.

May 1, is not too far off. It would be in the interest of both parties that they have at least signed a ratified contract for the 1969-1970 school year before they begin negotiating for their next year's contract.

It is the hope of the Fact Finder that the parties can recognize that the recommendations set forth above are within the "art of the possible" and should be accepted by both parties as they are realistic.

It is true that this Fact Finder is somewhat concerned by the conduct of the bargaining here. He has only reflected on them to give public recognition that both parties must be realistic at the bargaining table, must be careful before arriving at agreements, and must recognize that all demands usually cannot be bargained into and included in any one contract. Parties must remember that there are also contracts to be bargained in the future.

It is hoped in the future that bargaining in Whitehall can be done without the aid of Fact Finding, without the aid of interruption of services and without ratification failures. Neither party should take advantage of what has happened in the current year as grounds for rejecting this report. It is hoped, to repeat, that they can accept the Report and its recommendation and establish a solid collective bargaining relationship that could become the model for the entire State of Michigan.

The Fact Finder shall continue his jurisdiction in this matter. He hereby directs that the parties notify him either by mail or phone as to whether or not they have accepted the recommendations in this Report by noon, Wednesday, April 15, 1970. The parties are hereby directed that they are not to release the contents of this Report to the public or the press until noon, Wednesday, April 15, 1970, if at all. The purpose of this is to give the parties an opportunity to arrive at an agreement by that time.

George T. Roumell, Jr.
Fact Finder

Dated: April 6, 1970

APPENDIX A

PERSONAL LEAVE FORM

DATE: _____

I, _____, a teacher at _____school, hereby inform the Whitehall Board of Education that I shall take a personal leave day pursuant to Paragraph XV (D) of the Master Contract on _____, 19___, for the following reason: (Please check one square.)

[ ] Medical

[ ] Legal

[ ] Religious

[ ] College Graduation

[ ] Honors Convocation

[ ] Real Estate Transaction

[ ] Other (If this square is checked, please state reason.)

_____

S I G N A T U R E