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STATE OF MICHIGAN
DEPARTMENT OF LABOR
LABOR MEDIATION BOARD

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LABOR AND INDUSTRIAL
RELATIONS LIBRARY

In the Matter of
CRESTWOOD BOARD OF EDUCATION

-and-

CRESTWOOD EDUCATION ASSOCIATION

On October 10, 1968 the undersigned, Leon J. Herman, was appointed by the Labor Mediation Board as its hearings 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 Board's regulations. Accordingly, and upon due notice, hearings were scheduled and held on October 18, 19 and 29, 1968 at the Pick-Fort Shelby Hotel, Detroit, Michigan.

Royal G. Targan, Attorney; Carl E. Wagner, Superintendent; Virgil J. Laurain, Business Manager; Rudy S. Nagy, President of the Board; and Walter F. Derry, Dale A. Lewis, Richard Powers, W. O. Michaels, A. M. Cucci and James Whatley, Board members, represented the Board of Education.

Richard W. Croll, Michigan Education Association Urban Representative; George Trudell, Chief Negotiator; Dick Treachler, President, Crestwood Education Association; John Lundberg, Vice President of the Crestwood Education Association, and Joan Kosky appeared on behalf of the Association.

Crestwood Board of Education

One of the matters in dispute between the parties was a demand for the best Blue Cross-Blue Shield plan available. The offer made by the Board for such coverage, without cost to the teachers, was approved by the Association as the best plan offered by the insurance carrier.

The Association asks that the Board permit the members of the Association 50 paid leave days, to be used by the Association representatives while engaged in Association business, including but not limited to the processing of grievances, negotiations in behalf of the teachers, and attendance at MEA and NEA conferences, workshops, assemblies and conventions. ✓

The Board countered with an offer to allow the Association representatives all the time they needed for Association business, but without pay; or it would continue the provision of the previous contract, which permitted two Association members, each on a separate day, release time beginning at 2 PM two days per month for the purpose of handling grievances.

I am of the opinion that an association collecting dues should pay the expense of its own representatives in handling and attending to its own business. This should not be a matter for which the Board should be responsible. I recommend that the previous contract provision be continued without change, except that CEA members be permitted to attend to CEA business or functions, but at the expense of the Association, provided ✓

normal school operations are not affected.

The Association demands that department heads be included in the bargaining unit. The Board considers them to be part of the school administration, and as such should not be part of the bargaining unit. ✓

It is a fact that department heads, although they may teach some classes, are in supervisory positions. They must maintain supervisory control over the teachers in their departments, and must occasionally initiate or administer discipline. To include them within the bargaining unit would put the department heads in a highly ambivalent position, particularly in cases of grievances filed by teachers. I believe it would be a detriment to both parties to include them in the bargaining unit, and recommend that this request be disallowed.

The Association asks that personal and sick leave days be increased from the 16 days permitted by last year's contract to 17 days. ✓

The Board reported that the current leave days practice is both unsatisfactory and costly. A new teacher has no bank of leave days to fall back on, and older teachers who have used up their bank find themselves without resources in case of serious or

protracted illness. The Board further reported that up to October 11th of this year the teachers had accumulated 169 absences, as against 82 absences for exactly the same period last year; and that if absences continued on the same scale, it would cost the Board \$64,000 for the year, the equivalent of one mill.

The Board proposes that the teachers agree to reduce leave time to 10 days sick leave and 2 days for other personal leave. In exchange, it would provide, without cost to the teachers, a policy of insurance which would pay for extended illness beginning with the 11th day, at 75% of salary for the first full year and 37-1/2% of salary for the second full year. As an added attractive aspect, payments made under the policy would not be subject to withholding tax.

It is a fact that the Board has granted 16 days in the past and has managed to live with it. I believe that if necessary it can continue to live with it during the ensuing year. I strongly suspect that much of the absenteeism during this present year is the result of teacher dissatisfaction and tensions resulting from having to work under a court injunction without a contract. I recommend that the 16 day leave period be continued as previously constituted.

However, I am persuaded that the Board's insurance proposal, coupled with 12 days sick and personal leave time, may offer considerable advantages over the 16 day allowance the teachers

presently have. I further suggest that the Association obtain from the Board's insurance carrier full details of the proposed plan, and that it present the plan in detail to the faculty, that the teachers may vote at their option to continue with last year's program or adopt the modified plan with insurance presented by the Board. Whichever plan the teachers prefer should be incorporated in their next contract.

The Association asks that staff meetings be limited to one per week, not to exceed 45 minutes; and that all such meetings be regularly scheduled. ✓

The Board replied that there are staff meetings, meetings called by the principal, meetings called by department heads. Sometimes two meetings a week are required; sometimes no meetings are held for several weeks. It has offered as a counter suggestion that meetings be limited to a total of 4-1/2 hours per month.

Dissatisfaction with the scheduling of meetings has arisen from a multiplicity of meetings called or ordered by an overzealous administrator in one of the district schools. I suggest that the problem can be solved by limiting meetings, whether staff, departmental or otherwise, to a maximum of 3-1/2 hours per month. I further recommend that any teacher who is taking courses in another educational institution be excused from attendance at any meeting which would impede attendance at such course.

The Association asks that the Board agree to the creation of an agency shop, whereby teachers not members of the CEA would pay a representation fee equivalent to dues and assessments of the Crestwood, Michigan and National Education Associations. In the event any teacher refuses to permit deduction from salary for such purpose the Board shall, upon notice from the Association, advise the teacher that his services will be terminated at the end of the school year.

The Board announced that it agreed in principle with the agency shop provision. It had no objection to inclusion of the clause in the contract if it be legally permissible. It explained that while the Labor Mediation Board has ruled that an agency shop is a proper contractual arrangement, there is now pending in at least two Michigan courts actions in which teachers have protested their discharge for refusal to pay Association representation fees as a violation of the State Teacher Tenure Act. It is reasonable to assume that one of these cases will reach the State Supreme Court for final determination.

I recommend that an agency shop be set up in the contract in form as requested by the Association, including the provision for discharge of teachers who do not consent to pay fees equivalent to the dues of the three associations. I further recommend that the discharge provision be suspended until determination by the Supreme Court of this State as to the legality of such a provision; and that it be agreed by the parties that the discharge provision be enforced or modified in line with the ruling of the Court.

The parties are in complete agreement as to the dollar amount to be paid as extra pay for extra duty. The only contention between them is the Association request that the dollar amount be converted to a percentage of the salary to be fixed in the 1968-69 agreement. This the Board has refused to concede.

It is apparent that the request for translation of extra pay for extra duty to a percentage factor is intended primarily as leverage in next year's contract. It appears to me that it would be best to settle one contract at a time. I therefore suggest that this request be disallowed.

The Association requests that the duties of any teacher or the responsibilities of any position in the bargaining unit not be altered or increased without prior negotiation with the Association.

The Board believes that such a clause would be in derogation of the rights, powers, responsibilities and authority reserved to it in Article 26 of last year's contract, including the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions not inconsistent with the agreement. The article ensures that the Board would give the Association notice and an opportunity to consult with it before taking any action. The Association protests that such consultation does not include negotiation, and that it thus has no power to object in

any way to action taken by the Board.

I recommend that Article 26 be continued in its present form, with the added provision that any action of the Board may be processed through the grievance procedure in the event it is deemed unfair or unreasonable. This will give the Association the protection it wants without hampering the Board in its day to day operation of the school system.

The Association asks that probationary teachers be permitted to grieve their dismissal. The Board presently grants a discharged teacher a hearing, but its decision thereafter is final.

I recommend that dismissal of teachers on probation be made only on grounds permitted by the Tenure Act, including such reasons as professional competence and moral standards. Should the discharge be for any other reason, the Association or the probationary teacher should have the right to protest the termination through the grievance procedure. In this way, discharges for improper reasons, such as personal dislike or discrimination because of race, creed or color, could be obviated.

The salary schedule for teachers in this system during the 1967-68 year began at \$6300 for BA minimum and increased to \$11,200 for MA maximum on an index of 10 years for Bachelors

and 11 years for Masters. Early in the current negotiations, the Board proposed a salary range of \$6900 to \$12,500, but it withdrew the proposal after it had developed a firm budget which included full availability of state aid and other sources of income. It then offered a salary schedule of \$6800 to 12,300. The Association has asked for salaries of \$7250 to \$13,100.

The Board points out that the public has done its utmost to support a good school system. The district has 5182 pupils this year, with an SEV per pupil of \$12,399, making it 19th among 31 listed schools in this county, exclusive of Detroit. The 1968-69 operational millage is 30.4 mills, which ranks Crestwood in sixth place among the same schools. The Board contends these figures establish that it and the public which it represents have done all within their power to give these teachers fair salaries, and that to meet its present proposal it will have to incur a deficit of \$112,000, the equivalent of almost two mills. It insists that it can pay no more.

It must be recognized as a basic element of fact finding in school disputes that teachers are entitled to a fair standard of living. To achieve it, they should have reasonable and fair compensation. Their salaries should be comparable to salaries throughout the local area. The workman is worthy of his hire, and if the employer does not have sufficient funds to cover all its anticipated expenditures, then it must cut elsewhere, rather than at the expense of its employees. This is minimal.

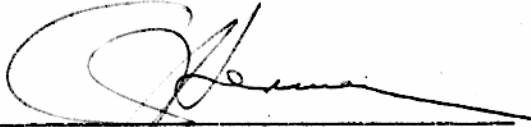
Obversely, the Board is not expected to pay wages higher than the going rate. It must be competitive, but it need not pay more than is acceptable throughout the area.

The Michigan Education Education has negotiated salaries in the 31 listed districts in Wayne County ranging from a beginning salary of \$6400 to \$7300 for BA's to a high at the top of the scale of \$11,000 to \$13,210 for MA's. It is a logical conclusion that these rates are acceptable to the MEA as satisfactory compensation to teachers for their services in the current school year.

I recommend to the parties a beginning BA salary of \$6900, which will place the district in 14th place with seven other districts among the 31 schools which have settled in this county, and a maximum for MA of \$12,500, which will put the district along with two others in 10th place among the 31 districts. This is approximately the same salary schedule which was accepted and approved by the MEA in Lincoln Park and other districts of similar size, although in a number of other districts the index comprises more steps than are required in Crestwood. Judging from the settlements made by the MEA, the proposal I make is fair and adequate and within the bounds contemplated by the MEA. I recommend that it be accepted.

I realize that this proposal will place the Board of Education in a deficit position for the year. However, the Board was ready to absorb a deficit of \$112,000 on a salary schedule of

\$6800 to \$12,300. I am certain that with a few economies in other contemplated expenditures it will be able to meet this payroll. A deficit may still occur, but it will in all probability be considerably less than the Board anticipates. I strongly urge the Board to put the recommended salary schedule into effect as of the beginning of this school year.



Fact Finder

Detroit, Michigan,

November 4, 1968