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DeTour Area Public Schools

-and-

DeTour Education Association

Michigan Employment
Relations Commission

Case No. G77 G858

APPEARANCES

For the Employer:

Arden Harper, Superintendent
DeTour Area Public Schools
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For the Association:

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DeTour Education Association
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S. Eugene Byckinsky
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Fact Finder
SS# 368-14-1758

Date: May 2, 1978

DeTour Area Public Schools

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Michigan State University

Following the application for Fact Finding dated January 4, 1978, to the Michigan Employment Relations Commission by the DeTour Education Association, the Commission appointed the instant Fact Finder as its hearing officer and agent to conduct a Fact Finding hearing pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commissions Regulations and to issue a report with recommendations with respect to the matters in disagreement.

A Fact Finding hearing was held on March 30, 1978, at which hearing both parties had full opportunity to present evidence and arguments in support of their positions with respect to the matters in disagreement. At this hearing it was stipulated by the parties that:

1. The single issue separating the parties from agreeing on a contract for the current school year (1977-78) was the issue relating to the demand of the Board of Education that:

"Teachers will be required to make up a maximum of 5 snow days which will not extend the school year beyond June 2. Not included in these 5 days will be the 2 snow days that have already occurred."

2. At the hearing it was stipulated by the parties that the report of the Fact Finder will be treated as an award and would thereby resolve all matters separating the parties from a contract for the current school year.

The Board of Education has based its demand on its concern for the necessity of an increased accountability to those who provide the money for public services, thereby demanding that the Board strive to derive the maximum amount of student benefits for each dollar expended. Because they felt that salary levels have outstripped cost of living increases, those improved salary levels demand increased services. Accordingly, they felt that when snow days do occur they should require that the students should not be deprived of the educational content that would have been offered had the weather not interfered. The rationale for the Board position is as follows:

- "1. During the past five years, twenty-six (26) days of school have been lost due to inclement weather, or an average of over five (5) days per year.
2. Five days per year out of a school calendar of 181 days of instruction constitutes over 2.76% of the school year.
3. Further translated, this means the loss of one entire week of instruction. Unlike the loss of a few minutes on many occasions, this represents a significant loss because it represents at least one entire day on each occasion, and sometimes two days.
4. In terms of finances, the lost time represents the sum of \$3,071 per day, utilizing the 1977-78 operating budget. This takes into account only those expenditures which are payable and which represent no benefits at all for the money expended. At an average of five days lost per year, the total average annual loss is \$15,355.
5. Unlike private enterprise, where business is able to recoup losses through increased pricing, the school district has no way of gaining back lost services except through makeup days.

6. The only product provided by the school district is education. Simply stated, this means time in the classroom, primarily. Any other method of making up instruction is grossly inferior compared to the pupil-teacher interchange.
7. The Board proposal asks for the makeup of lost weather days, with a cutoff date of June 2, 1978. For this current year, this means making up only four days, since Monday, May 29 is a legal holiday this year. Therefore, though there have been six (6) lost days to date this year, the teachers would make up only four days.
8. The Board proposal is simple and clear, with no hidden implications, no surprises and no possibilities for holding school far into the summer. June 2 is the definite cutoff date, and four (4) days is the maximum number of days to be made up.
9. The makeup of the four lost weather days is in harmony with the concept of a "day's work for a day's pay," which the Board feels is fair and reasonable."

The position of the Education Association is that Paragraph 7(a) of the contract that had been tentatively agreed to, had been presented as follows:

"When the schools are closed to students due to inclement weather conditions, teachers should not be required to report for duty."

The Association further argues that the above identified provision has been a part of the master agreement since the 1970-71 school year as well as past practice prior to its inclusion in the document. Further, it is pointed out by the Association that while the 180 day minimum school year has been established by the Michigan Department of Education, Regulation 340.11, Rule 11, does allow emergency situations to be required as part of the minimum requirement.

With respect to the cited rule, the Board argues that the regulation grants immunities but does not mandate these immunities. Therefore, it is recognized by this Fact Finder that the Board probably ought to negotiate this requirement.

However, one cannot be mindful of the fact that in this specific instance the parties have already set the salaries and all other conditions of employment excepting this one provision, through lengthy negotiation. It would seem that the length of the school year and conditions of its extension should be more properly considered simultaneously with the compensation therefore. Accordingly, the following award is made.

Considering whether school should be extended at the normal end of the school year up to 5 days for days lost during the year due to weather conditions, the major factors are as follows:

1. The parties have already reached agreement on all financial matters.

2. Historically the school year has not been extended for this reason.

3. The compensation for the current school year should be based on the assumption that the school year is defined.

4. In future negotiations it is recommended that the condition of employment, as well as the compensation therefore be settled simultaneously.

Therefore, the award is that the school year will not be extended because of the down days that were experienced.


S. Eugene Bychinsky
Fact Finder

May 2, 1978