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ECORSE FEDERATION OF TEACHERS, by:)
BERNARD J. FIEGER)
3305 Cadillac Tower)
Detroit, Michigan 48226)

Petitioner,)

Case No. D-66 L-2641

ECORSE PUBLIC SCHOOLS)
27385 Outer Drive)
Ecorse, Michigan 48229)

Respondent.)

Jesse Bacalis

FACT FINDERS REPORT AND DECISION

This matter having come on by written petition of the petitioner, Ecorse Federation of Teachers, and the grievances having been defined therein as follows:

- a. Alleged violation of the Collective Bargaining Agreement, paragraph 11.7 in connection with the policy requiring classroom teachers to attend special classes with their students.
- b. An improper interpretation of Board Policy #4122 requiring teachers to sign in and out of school, other than on arrival in the morning and on leaving at the end of the day.

The proofs in this case were put in on the above described issues in reverse order and will accordingly be treated in this report and decision in the order in which testimony was submitted.

Ecorse Public Schools

ON A SIGN IN ISSUE, your fact finder does find that the parties were at a complete standoff during all of the negotiations on the issue of how signing in and signing out would be handled. The parties remained in disagreement until August 15th, 1966. The evidence submitted by the Board of Education tended to prove that the Board was concerned with the number of teachers who were leaving the building or were absent and that it was insisting that each and every time the teacher entered or left the building that an entry would be made of said time of arrival and departure. The Union on the other hand was opposed to signing in every time and had conceded that it would accept a sign in procedure similar to the high schools which was apparently a sign in procedure early in the morning and a sign out procedure at departure in the evening. The Union exhibits, Exhibit No. 1 (May, 1966, Board's Proposed Contract) and Exhibit No. 5, July, 1966 (Union Proposed Contract) both clearly indicate in the handwriting of Union personnel that the issue as to sign in was to be held as not being resolved on either of those occasions.

According to the testimony of the Board of Education personnel, this was a major item of controversy from the beginning.

The first sign of a change of position came on August 16th, 1966 when the Union conceded in an effort to reach a compromise and stated that it would accept the language which is now identified as Policy #4122 if the same were not made a part of the contract but were included as a policy statement to be attached to the contract. Your fact finder believes that this

evidence is material and exceptionally important because previous to this time the Union had included in its proposed contract identified as Exhibit 5 (July, 1966) the following language:

"Teachers on the secondary level shall continue to sign in and out on entering or leaving their building. At the elementary level the , the Union Building Committee and the principal shall meet and work out an approved method by which teachers may register their arrival and departure from the building."

It is your fact finders decision that the Union had compromised its position of signing in only on arrival in the morning and departure at night in favor of accepting the petition of the Board of signing in for each entry and each departure. Your fact finder is impressed with the evidence (which is undisputed) that while the Union had previously suggested that the sign in provisions be a part of the contract that when this compromise was reached, they insisted that it be made a matter of policy and not a matter of contract and be attached to the contract. Your fact finder can only conclude that the Union took this position because it was accepting management's position of sign in on each entry and each departure and by making it a matter of policy and not including it in the contract it was more tolerable to the teachers.

Therefore your fact finder does conclude as a matter of fact that the Union did agree to a sign in procedure which meant each and every time a teacher entered or left the building during the day, and further that the Board of Education is not guilty of

any violation of the contract in implementing said understanding in accordance with Exhibit No. 8 being the notice sent out by the Board of Education ^{thru} ~~by~~ its Superintendent of Schools.

AS TO TEACHERS REMAINING WITH THEIR STUDENTS ISSUE, your fact finder does find that there was a total lack of any evidence from either party herein of any discussions between the parties as to this issue during the course of negotiations.

However your fact finder is impressed with the agreement that the parties had negotiated with reference to what constitutes a school day as set forth in paragraph 11.7 of the contract.

Your fact finder further finds that the issue raised here seems to apply mostly to fourth, fifth and sixth grade teachers who now complain that previously they used to be able to be released from instructional duty when the special teacher arrived.

The fact finder is not trying to pass on the question of whether it is good practice or bad practice to require the regular classroom teacher to be in the same classroom with the special teacher while the special teacher is instructing the students.

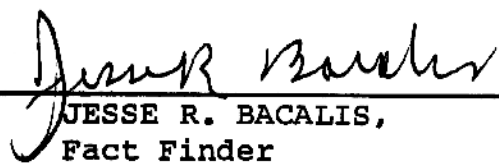
It is undisputed that as long as the regular teacher follows the students to the special project whether it be art, gym or music, that the said regular teacher is not working over the required three hundred (300) minutes assigned to pupil instruction. It is conceded that the regular teacher is given credit as instruction time for the time that she is in attendance

with the students during the special projects of art, music and gym.

To grant the Union position would result in the fourth, fifth and sixth grade teachers working less than three hundred (300) minutes per day for pupil instruction at the present rate of assignment of responsibilities. This claim operates in direct violation of the principle which the parties negotiated upon and reached agreement, namely equal treatment in reference to instruction time and preparation time. It is conceded that prior to the contract that there were discriminations in these two areas and that the purpose of paragraph 11.7 in the contract was to eliminate this discrimination and to result in equality of treatment.

Therefore your fact finder does conclude and find that inasmuch that there was no evidence whatsoever of discussion at the time of negotiation concerning this specific problem of regular homeroom teachers following the students to special projects of art, music and gym that the Board of Education is not to be criticized at this time for implementing the agreed upon policy of a uniform day of instruction time and preparation time for all teachers. It is the fact finders opinion that at least by implication the parties herein in an effort to implement equal instruction time and equal preparation time have effectively negotiated with reference to the question of the policy of homeroom teachers following their students on special assignments to art, music and gym.

The Union demand herein places the Board in a position of discriminating against other teachers by giving the fourth, fifth and sixth grade teachers preferential treatment in that they have less pupil instruction time as their responsibility than the other teachers in the system. Therefore your fact finder concludes that the Board of Education has not violated paragraph 11.7.



JESSE R. BACALIS,
Fact Finder

Dated: 5-22-67