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STATE OF MICHIGAN
DEPARTMENT OF LABOR
LABOR MEDIATION BOARD

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LABOR MEDIATION BOARD
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In the Matter of

ECORSE BOARD OF EDUCATION
Ecorse, Michigan

-and-

ECORSE FEDERATION OF TEACHERS

On August 30th, 1967 the undersigned, LEON J. HERMAN, was appointed by the Labor Mediation Board as its Hearings Officer and Agent to conduct a fact finding hearing relative 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 September 2nd, 1967 at 1 PM and September 5th, 1967 at 7 PM at Ecorse High School, Ecorse, Michigan.

Victor T. Mitea, attorney; Morley L. Riggs, Acting Superintendent; James W. Johnson, Assistant Superintendent; and George I. Ruehle and Douglas D. Bethune, Principals, were present on behalf of the Board of Education.

Roger E. Craig, Attorney; T. C. Crane, of the Michigan Federation of Teachers; Webster Brooks, P. Kearney, Lydia Rizzo, Gladys A. Middlebrook, Alma Bailey and Jane Bielawski represented the Federation.

Ecorse Board of Education

A number of the issues between the parties had been satisfactorily negotiated before the hearings. Those matters still unsettled are discussed herein separately:

SALARY:

The last proposal made to the Board was a salary schedule of \$6300 to \$10100 in 10 steps for teachers with BA degrees, and \$6800 to \$11,100 in 10 steps for those holding MA degrees, with an 11th step to \$11,500. The Board countered with a BA schedule of \$6200 to \$10,000 and an MA schedule of \$6700 to \$10,800 in ten steps. This was somewhat lower than the proposal made by the School representatives at the first hearing, which the Board contended was unauthorized and withdrew.

The Federation claimed that the Board could well afford to pay a substantial increase in salaries to its teachers. On June 30th it had a surplus of \$1,435,897.77, the largest surplus in the state. Its State Equalized Valuation per pupil is \$31,468, which is 50% to 75% higher than other school districts in Wayne County. In the past five years it has had a year end surplus between \$1,427,914 and \$2,288,167, while most schools have ended their fiscal years with deficit budgets. The offer made by the Board is low in comparison with other districts in the county, although its financial condition is incomparably higher.

The Board representatives countered that the teachers' demands

are unrealistic. Fringe benefits and longevity pay are far better than in most schools. The salary schedule offered is as good or better than is offered by other schools in the area. True, it had the funds ascribed to it at the end of its fiscal year, but it is not a surplus. It is needed as operating revenue. In 1968 it would need to borrow to meet its payroll until tax revenues are received. Its SEV is excellent, and will increase next year, but its State Aid is low. The last millage vote afforded it 7.5 mills. It actually needed 9.22 mills plus the 8.9 mills allocated to it by the county. The new salary proposal would increase costs by one mill. The present millage grant expires soon, and it will have to ask for 11.5 mills in a vote next June, with the certainty that it will be voted down. In that case the Board will lose half its income, and will have to find means to reduce its budget.

Eighty per cent of the tax load in the City is borne by industry. While home assessments are approximately \$3500 on the average, and incomes average \$5500-\$6000, tax receipts are high. The Board, in my opinion, is well able to meet a top salary of \$11,300 in ten steps. It has a staff of 199 teachers, of whom 85 are on the longevity program, and of whom 87 hold MA degrees. It should be proud of the permanency of its teachers and of the high level of education among them. Certainly these factors are cost items, but they are essential to quality education. This Board is well able to pay a salary range in ten steps to \$11,300, and I recommend that it seriously consider doing so. Its operating funds may be

depleted thereby by tax time, but then renewed income will restore its financial status more than adequately. The salary scale recommended is in line with the settlement made in Taylor of \$6300 to \$11,300, although I am sure that city does not have the finances which are available to this Board.

LIFE INSURANCE:

The previous contract between the parties provided for \$2000 in life insurance. The teachers ask for \$5000. The Board offered \$3000.

I recommend an increase over last year's coverage of \$1500 for a total of \$3500, which I believe is reasonable and well within the Board's capacity to pay.

SICK LEAVE:

The Federation has requested an increase in paid sick leave from the present 10 days to 15 days. It was explained that the present allowance does not allow for emergencies or long illnesses.

An additional five days in sick leave time would have little effect on protracted absences because of emergencies or extended illness. In view of the many fringe extras which the teachers in this system enjoy, I would hesitate to suggest that sick leave time be increased. Nor does the record show that it would be of much value to the teachers. Only a few have lost considerable time in the past due to such reasons, and to these a few extra days pay would have little benefit.

GRIEVANCE PROCEDURE:

The Federation asks that binding arbitration be agreed to protect the staff against arbitrary or unjust discipline or discharge. The Board refused, although it agreed "to continue its policy of providing full rights and fair and just treatment and due process to teachers particularly with reference to discipline and discharge."

Arbitration has become so fully woven into the texture of industrial agreements and commercial practices that I cannot understand the Board's aversion to it. It is the one procedure outside of the courts that offers fair and impartial treatment and disposition of grievances, without the expense, loss of time and technicalities of legal process. It has been generally found a satisfactory method of settling disputes that cannot be negotiated directly.

I recommend that a binding clause for arbitration of grievances, providing that the arbitrator shall have no power to change the basic agreement, be executed by the parties.

SIGN IN-SIGN OUT:

It is the practice in this school system that teachers sign in upon arriving at work and sign out on leaving. There is no objection to this practice, which is common in most schools. In the Ecorse schools, however, it is also required that teachers sign in and out if only to go to a car for a book or a pack of cigarettes. The teachers object to this interim signing in and out as degrading and humiliating. I agree with them. These

are professional employees. They should be treated as such. Should any individual teacher exceed the proprieties in such matter, the Board is in a position to enforce discipline in the particular case. The entire staff should not be held to such strict accountability because of an occasional possible dereliction. Tardiness can be checked by the sign in in the morning. Signing in and out during the day is more of a harassment than a procedural benefit.

EXTRA DUTY ASSIGNMENT:

The teachers ask that they be paid for extra duties beyond their regular hours. This is overtime work, and I believe that the parties should negotiate the time and payment for such services.

EXTRA CURRICULAR PERSONNEL AND PAY:

The Federation asks that additional personnel be assigned to additional recommended activities. This, in my opinion, is a matter for Board determination. The Board has sole authority to decide what activities it wishes to maintain. Should extra duties be added, then the rate of pay therefor should be negotiated.

As to current activities, for which a percentage of salary is paid, I recommend that the percentages remain as they are presently established. When applied to higher rates of pay, the net will automatically increase.

It was complained that teachers are required to be present when

special teachers take over the class. This, to my mind, is an option of the Board. It pays for the teacher's day and may direct her activities during her working time. The Board has decided that teachers need not accompany special teachers in the future, but will direct how such free time shall be devoted. This again is a Board prerogative.

CONSULTATIONS:

The Federation asked that teacher committees, 50% of each to be named by the Federation, consult and advise with the Superintendent or other officials relative to school policy and other pertinent matters. The Board agreed to such or some similar procedure, provided that ultimate decisions would rest with Supervision. It was conceded that no problems in this procedure have arisen in the past. I therefore suggest no change in this format.

RELEASE TIME:

The Federation asks for one hour of paid time per day for its President to devote to Union business, such as consultations with the Administration of the Schools, and for 50% paid time for its bargaining committee during contract negotiations. Free time for the President of one hour per day is not an uncommon procedure. The time can be arranged so that it does not interfere with classroom work. I recommend that the Board allow it.

On the other hand, I do not recommend paid time for bargaining. Collective bargaining is an onerous duty at best. Any person undertaking it should do so with the intent of providing a service

to his co-employees. The undertaking means sacrifice of time and energy, but the same sacrifice is required of members of the administration. Of course, they are paid by the Board for the time spent in bargaining, but, as the teachers pointed out, collective bargaining is a joint responsibility, and for that very reason each party should bear its own share of the cost.

In summary, I recommend:

A salary scale on a ten year index of \$6300 to \$10,100 for BA teachers, and \$6800 to \$11,300 for MA teachers.

No increase in sick leave time.

Amendment of the grievance procedure to provide for binding arbitration of grievances.

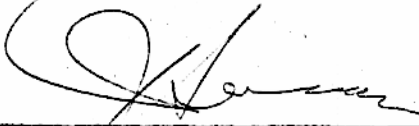
Signing in and out only at the beginning and the end of the school day..

Payment for overtime work.

Additional personnel for extra-curricular work only as the Board directs. Payment for such activities to remain at the present percentage level.

Consultation with teacher committees to be had, with final decision resting with the Administration.

Release time of one hour per day for the Federation President with pay should be allowed. No payment to be made to members of the bargaining committee for time spent in contract negotiations.



Leon J. Herman, Fact Finder

Detroit, Michigan,

September 12th, 1967