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## MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Factfinding between:

HART BOARD OF EDUCATION,

-and-

HART EDUCATION ASSOCIATION,  
MEA/NEA

Factfinding Case No. 82-  
G82-F-1503

Stanley Dobry

FACTFINDER'S REPORT AND INVESTIGATION

On October 29, 1982, the Hart Education Association filed a Petition for Factfinding with the Michigan Employment Relations Commission (MERC). Sixteen issues were listed as in dispute, although two mediation meetings had been held.

On November 30, 1982, the Commission completed its review of the application, and concluded that a settlement might be aided "if the facts known in the disagreement were determined and publicly known." The undersigned was then appointed by MERC as its "Factfinder Agent" to conduct a hearing pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Commission's Regulations. My duty was to issue a report making recommendations about the matters in disagreement.

Our pretrial conference was held on January 23, 1983, at the Michigan Education Association offices in East Lansing, Michigan. The Agreements on schedule and conduct of the hearing

*Hart Public Schools*

made there were summarized by a letter dated January 31, 1983. The parties agreed to exchange proposed language and all exhibits. Hearings were set for March 2nd and 3rd, 1983.

In the meantime, the Commission announced hearings would not proceed because of a shortage of funds stemming from the state's severe financial crisis. This left the parties with two choices: discontinue the proceeding, or have the parties voluntarily assume the costs. They chose the latter alternative, believing the cost would be outweighed by the benefit of a settlement.

Shortly thereafter, Thomas J. Patterson, Uni-Serve Director, was stricken by illness and hospitalized, making it impossible for the Association to proceed as scheduled. Determining that the proceeding was worth preserving, the parties agreed to adjourn the matter.

Hearings were held on March 22 and 23, 1983, in the high school media center.

Appearing for the Union:

Louis Diaz

Uni-Serve Director

James Cunningham

Association President and  
Witness

Appearing for the Board:

Grover & Association  
By: Merle Grover

Labor Consultant

William McIntosh

Superintendent and Witness

Dick Huntington

High School Principal and  
Witness

Oaths were waived.

The hearing lasted two days, producing an extensive record. Fifty exhibits were received. The record was declared closed at the end of the second day.

The parties subsequently agreed to modify the procedure for posthearing briefs, electing to file them directly with the fact finder, and waiving the filing of reply briefs. Their instruction was that this opinion should be issued before the end of the school year, so that negotiations could be concluded before the teachers dispersed for the summer. The briefs were filed May 21, 1983.

This sense of urgency is well founded. Both the school district and the teachers ought to be able to budget and prepare for next year. The clock is ticking. However, one direct consequence of the short time limit is that the Factfinder must be somewhat summary in citing facts and figures. The Factfinder therefore asks the parties to conduct their own review of the exhibits so they will understand the justification for his conclusions.

As a personal note, the extensive briefs submitted by the parties effectively and cogently summarized the respective positions of the parties. In short, they were extremely helpful in aiding my search for a final recommendation.

One final introductory note: When this Factfinder was appointed, the parties were separated by sixteen issues. The factfinding process has already borne fruit as the subsequent negotiations have reduced the number of disputed issues to nine.

## I. SALARY AND INDEX

### A. Demands of the Parties

The Board proposes that the contract contain no salary improvement for the 1982-83 school year. However, the teachers will receive the improved pay increment they were entitled to under the previous schedule. The School Board also offers a 5% improvement in each step for the 1983-84 school year.

The Association demands a 6% increase on the base B.A. salary, plus an increase in the progression of the salary index for the 1982-83 school year. For 1983-84, it demands a Cost of Living Adjustment (COLA) for the 12 months ending June 30, 1983.

### B. Discussion

#### Length of the Agreement

The documentation submitted on this issue is extensive. That is to be expected. Experienced and pragmatic advocates prepared and presented this matter. There is much logic and equity in each party's position.

The evidence establishes the parties began negotiating in June, 1982, with the stated object of a two year contract running from September, 1982 though the Summer, 1984. While that was a laudable goal at the outset of negotiations, it is impossible in light of the fact that there is still no contract and one of the two years has already gone by.

The fact that the parties sought a two year contract, supported by my discussions with the representatives, indicates they recognize the importance of stability in their relationship.

A true two year agreement will extensively test their contract and give the bargaining unit members and the Board real experience with how language actually operates in practice. A one year contract, on the other hand, is simply too short. Thus,, when they return to the negotiating table, the representatives and their constituents will be better informed about the effect of any language changes.

Further, planning and budgeting is more accurate when it is based upon the written promise of the parties. The district is managed more efficiently, benefiting the teachers, the school district and the public.

Moreover, if the Factfinder adopted the original 1982-84 proposed contract, the parties would be back to the negotiating table at the end of this upcoming school year. Stable labor relations are best fostered by periods of relative peace between negotiations.

Accordingly, the Factfinder has taken upon himself the responsibility to make his recommendations based on two complete years beginning with September of 1983. This is certainly not to say or imply that consideration has not been given to the 1982-83 school year. But what I have endeavored to do is find a satisfactory solution that will be acceptable to both parties, and will promote their mutual long-term best interest: stability.

### Salary

The Board has satisfactorily shown the existence of real problems in running the District. The largest stems from our

difficult financial times. The national, state and local economies have not performed well. As of November, 1982, the last available month for data, unemployment in Oceana County was over 17%. State unemployment has been nearly as bad. As a result of these problems, the state government has been an unreliable source of funds for the school district. State aid payments have been delayed, curtailed, or canceled without warning. The ensuing havoc is easy to see in this and many other school districts similarly situated.

Although the school district has an equity fund,<sup>1\*</sup> that fund has gone into a decline. It is the only safety cushion covering recent operating deficits.

In short, the Board has convincingly demonstrated a basis for its concern, and its course of financial prudence. Notwithstanding the arguments of the Association, the Superintendent's testimony and the exhibits demonstrate the extreme unlikelihood of approval of any new taxes within the next two years, given the past history of millage proposals and current economic realities.

At the same time, the Association has presented legitimate claims that its members need and deserve income protection. Many members were laid off, victims of reduced enrollments and consequent declining revenues. Furthermore, the survivors have been hurt by continuing, albeit slowing, inflation. Therefore, I reject as unconscionable the Board's plea that the teachers should be limited to a 5% increase over two years. Such a result will not fairly or adequately provide the income protection which the remaining teachers deserve.

My review of the Association's documents on the salary schedule index has been painstaking. The salary schedule has been in effect at this school for many years. Its long-term existence is eloquent testimony that it is a consensus of the relative worth of teachers based upon their longevity and their educational attainments. Moreover, an increase in the index will compound the effect of any across the board percentage increase. Without a doubt, the burden of proof should be assigned to the proponent of change in the current language. It is the Factfinder's determination that the Association has not provided sufficient evidence to justify altering the index. Consequently, it is my recommendation that the present index be maintained for the period of the new contract.

The next point concerns retroactivity of any salary increase. The 1982-83 school year is complete, the work has been performed and the salaries have been paid, although no contract has been signed. In light of the parties respective positions, the question is whether that salary was too low. For the following reasons, I suggest that it was not.

First, the Board and Association must consider their position in relation to that of the community, county and state. With respect to the community, the Median Family Income of Hart Township is \$16,989. The average salary for a teacher: \$21,258.<sup>2</sup>

Second, in terms of the county, other neighboring school districts have rejected millage increases and renewals, underscoring an increasing taxpayer disillusionment with the growing costs of education. Granting a large back pay award would only fuel the flames of resentment, damaging not only the teachers in the long run, but the students and public as well.

Third, the district administrators, including the Superintendent, have foregone a pay increase for the period. In plain English, they have put their money where their mouth is, effectively establishing the sincerity of their position.

Fourth, although it does not show up in teacher's paychecks, and thus the level of awareness is small, the Board has absorbed a large 16% increase in MESSA health insurance costs in the last year.

In conclusion, the economic climate in the State of Michigan, and the Hart community in particular, militates against a retroactive benefit. I respectfully submit that such lump sum back pay awards in a period of high unemployment and tax payer revolt, would be politically ruinous for the district and the teachers.

Therefore, the Factfinder recommends that pay for the first year of the contract (i.e., the 1982-83 school year) should be set per the schedule of the 1981-82 salary schedule; provided, however, that each teacher shall receive any incremental improvements to which they would have been entitled. However, in formulating the proposals that follow, I am aware of the sacrifice that has been made by the teachers in the past year.

As indicated above, the School Board offered no increase for the first year, and 5% the second year. It is the Factfinder's conviction, however, that these levels of increase are insufficient to cover projected increases in the cost of living. Much argument was made over the comparability of various school districts. The Board has presented too few districts as comparable,



and the Association too many. Comparability should be based upon geographic proximity, similarity of tax base, levels of taxes, and historical relationships and comparisons by the district and the teachers to other districts. Without belaboring the point, relative parity should be maintained. Teachers should be paid fairly relative to similar school districts.

Based upon my examination of comparable districts, the district's ability to pay as proven, and taking into account the totality of the negotiations, it is my recommendation that the salary scheduled for the second year be increased by 7%.

My recommendation in this matter takes into account the legitimate desires of the Association for increased compensation, and the need of the Board for stability and some measure of cost control. It must be recognized that the Board has provided the fringe benefits called for by the contract, and that associated costs have risen dramatically -- hospitalization costs alone have soared an average of 15% for each of the last five years.

Further, I have given careful consideration to the Association's proposal for the second year of their original contemplated agreement for a cost of living allowance. In principal I agree with it, with an exception. It is my recommendation that the Board provide and pay a cost of living increase equal to 85% of the percentage increase in the U.S. "All Cities Index" published by the Bureau of Labor Statistics (BLS hereafter) for the period of April, 1983 to April, 1984.

My reason for limiting the liability to 85% of the percentage change is in recognition of the fact that a component of the index is increased medical and hospitalization costs. Since the Board provides this benefit already (and MESSA projects a 25% to 35% increase in insurance premiums for next year), it seems unfair for the Board to pay twice for the same costs. Conversely, the teachers would be receiving a windfall that has no relation to the expenses they would actually have to incur, or their true loss of buying power.

It is further recommended that the cost of living allowance increase shall not be less than 4.5%, nor more than 8.5% over the 1983-84 school year. In effect, if the April to April index experiences less than a 5% increase, the teachers will still be entitled to a 4.5% (i.e., 85% of 5%) increase in wages. However, if the index increase exceeds 5%, so that some additional increase in wages is warranted beyond the 4.5%, the Board will be entitled to the deduction of 15% from the percentage increase of the BLS index, in recognition of the previously noted payment of medical insurance. Further, under no circumstances will the Board be required to pay an increase in wages in excess of 8.5%, even if the actual cost of living, as registered by the BLS index during the relevant period, exceeds 10%.

It is respectfully submitted that this recommendation on salaries fairly protects the competing interests involved.

## II. FRINGE BENEFITS

### A. Demands of the Parties

The Board proposes continuation of present fringe benefits.

The Association desires the addition of MESSA Vision Care II for the second year of the contract.

### B. Discussion

The financial difficulties facing the district and its taxpayers, and the substantial increases in health care costs, have been detailed above. Since the Board will be required to pay all of the increases during the life of any contract, it is the Factfinder's recommendation that the Board's position be adopted.

## III. PERSONAL DAYS (Article X)

### A. Demands of the Parties

The Board desires the continuation of the present language regarding personal business days. That language states in relevant part:

ARTICLE X. I. Leaves of absence with pay not chargeable to the teacher's sick allowance shall be granted for the following reasons:

1. Two days for conducting personal business which cannot normally be handled outside school hours with written notice to the building principal five (5) days prior to personal leave day, unless in an emergency.... (Emphasis added)

The Union requests that one of the personal leave days be free of the underlined requirement.

#### B. Discussion

The Association has provided a great many comparisons with language in other districts' contracts. In particular, there is a discernible trend toward granting more personal leave days. Further, the Association has modified its original demand of two unrestricted personal business days.

The Board counters particularly by citing the average of eight snow days encountered by the district per year.

A consideration of other similar school districts persuades the Factfinder that this Union proposal should be granted, effective the 1984-85 school year. However, it is also my recommendation that the parties meet and agree on appropriate restrictions on the use of that personal day. For example, it may be fit to restrict their use before and after vacations. Similarly, the parties ought to determine whether the personal day should be required to be the first or second of the two personal days presently in the agreement.

The Factfinder would point out that this is a substantial benefit to the Association. Its real costs include not only the cost of the teacher's salary and benefits for that day, but also \$52.00 per day for a substitute.

Nevertheless, the Factfinder believes the preponderance of the evidence supports the Association's claim.

#### IV. LAYOFF AND RECALL (Article XIV)

##### A. Demands of the Parties

The Board is the proponent of this change. Specifically, it seeks the elimination of the sixty-day notice requirement (prior to the last day of the current school year) in cases of financial emergency.

The Association offers the old contract with agreed changes.

##### B. Discussion

This controversy arises, at least in part, from the difficult and unpredictable finances of the state government and district. The Factfinder has personally been involved in numerous arbitrations where school districts and unions were forced to implement layoffs in a disagreement over layoff language. This is due in part to the fact that many such clauses were written in good economic times. The language was not as carefully thought out as it might have been since the possibility of layoffs seemed remote, or indeed, even impossible.

The difficulty here is one of balance. The School District has from time to time been forced to issue layoff notices prior to the end of the school year, even though it had the expectation that those teachers would in fact be recalled in the fall. This was done because it was possible that layoffs would be necessary. As an illustration, there is the very real possibility that the voters would turn down a millage renewal.

The situation was further exacerbated by the willingness of a small minority of teachers to apply for unemployment compensation, even though they had no real interest in working.<sup>3</sup> In previous years, that problem was resolved by the District's offer of a job teaching in the summer migrant program. Unfortunately, funding for that program was in question on the date of the factfinding hearing.

To sum up, I believe the Board's concern to be legitimate. Accordingly, I recommend that the present language of Article XV be modified to read:

No teacher shall be laid off during the school year. Teachers subject to layoff for the subsequent school year should be notified of such layoff in writing at least sixty (60) days prior to the last day of the current school year, except in cases of financial necessity.<sup>4</sup>

In proposing this, the Factfinder takes pains to point out that if a teacher is ultimately laid off, whether in September or earlier, there would be no reduction in total benefits. Further, teachers have a legitimate right to plan for the future. Therefore, I would strongly urge the Board to give careful treatment to any teacher who may be subject to layoff. I would urge that the Board adopt a consultative mode, explaining to any potentially affected teacher the possibilities of any given situation. Indeed, the parties might wish to codify such a system in a letter of understanding appended to the agreement. Labor relations is an ongoing relationship, and parties ought to avoid doing things that may breed later antagonism and problems needlessly.

Further, this recommendation is made with a view that it would not eliminate the need for notification in most instances. The Board would still have to notify teachers sixty (60) days prior to the end of the school year if the layoffs were to result from declining enrollment, or other such foreseeable event. A breach of that duty would be subject to ratification by an arbitrator.

#### V. ASSOCIATION DAYS (Article X)

##### A. Demands of the Parties

The Association favors the present wording of Article X, Section M, which reads:

At the beginning of every school year, the Association shall be credited with twenty (20) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association.

The Board wants a restriction that no single teacher shall use more than three association days.

##### B. Discussion

The Board's proposal is said to be grounded in its concern that too many absences by one teacher will adversely affect the education of the students of that teacher. At first glance, this proposal would appear to be aimed at hindering the Union activity of one of the Association leading members. The evidence established that the Association President is a

member of the MEA Board of Directors, which requires frequent absences for meetings. He is also required to attend to local association negotiations and arbitrations, including this fact-finding hearing.

Philosophically, the Board has a legitimate concern. But whatever theoretical validity there may be to the Board's objection, it is not valid on a practical level at this time. First, it appears that Mr. Cunningham has used virtually no sick days in almost twenty years of service. Second, the Board has no problem with analogous levels of absenteeism due to sickness. While the reason for the absences are different, the practical effect on the involved students is the same. Mr. Cunningham's absenteeism is well within the range of reasonableness tacitly permitted by the "Leave" portion of the contract.

Therefore, I recommend that the present contractual language be maintained.

Parenthetically, it was noted at the hearing that the Michigan Education Association has a provision for reimbursing the School District for the costs of a substitute teacher. On my own motion, I recommend that the parties confer about implementing such payments.

## VI. EXTRA CURRICULAR COMPENSATION SCHEDULE B; CLASS ADVISORS

### A. Demands of the Parties

The Board favors maintaining the current terms which do not compensate these positions.



The Association favors the posting of the positions, and the paying of \$1,200 for each position which could be divided between any number of persons.

#### B. Discussion

The Association urges that in the thirty comparable school districts offered, nineteen compensated class advisors. It admits that the amounts paid vary greatly, but submits that the predominant practice is to pay class advisors. Further, the position has many duties, requiring some after hour work. Finally, since ability to pay the demand was admitted, the preponderance of the evidence supports the Union's request.

If that were all there was to the case, the Association could correctly demand that its proposal be adopted.

But the record is more complicated than that. These procedures have been in effect for several years. The class advisor duties are distributed among all members of the high school staff.<sup>5</sup> The bulk of these duties have been performed during the regular school day; the Board represented that any after school time is voluntary on the part of the individual teacher. With these premises, there is no obligation on the part of the school to pay specifically for class advisors.

Additionally, this seems to be a rather thinly disguised attempt to simply get additional salary for the secondary teachers, since they have always performed these duties -- either during the school day, or after, on a voluntary basis. While the Association's position is understandable, since it is in the interest of many of its members, it is my opinion the benefits are unjustified under these circumstances.

## VII. PROFESSIONAL COMPENSATION - DRIVER EDUCATION

### A. Demands of the Parties:

The Board offers a percentage increase equal to its offer on the 1982-83 wages for the Band Director. For the Faculty Manager, it offers \$1,183. Present compensation levels are offered for Driver Education Instructor and Director.

The Association demands the same percentage increase for all of the positions as its offer on wages, with the percentage increase calculated from the 1981-82 wages.

### B. Discussion

Both parties have proposed adjustments in compensation for Band Director, Faculty Manager, Driver Education Instructor and Driver Education Director. It comes down to a question of relative fairness. The Association accuses the Employer of attempting to hold the wages at the same rate as 1979-80, and opines this is unfair.

Concerning the Band Director and Faculty Manager, the Factfinder believes that their duties are sufficiently similar to regular teaching as to merit similar increases in compensation. Therefore, it is recommended that each of them receive the same percentage increase for the years 1983-84 and 1984-85 as that provided under the base salary.

Driver education is a different story, however. Clearly, some increase is justified. The Factfinder recommends that the rates paid for both the Driver Education Teacher and Director be increased by 7% for the 1983-84 school year and that dollar

amount be continued for the 1984-85 school year. The hourly rate of the teacher will then be \$9.84 per hour, and the director will receive \$475.00, effective September 1983.

VIII. VACANCIES AND PROMOTIONS; SUBCONTRACTING  
(Article VII and XVI)

A. Demands of the Parties

The demands of each party are for new language altogether. The controversy primarily centers around selection of coaches.

The Board's latest proposal states:

The parties agree that whenever an opening exists for these vacancies under Appendix B, the Board shall fill the vacancy by selecting the person who is best qualified to meet the needs of the District.

The Association counters with extended verbiage on subcontracting, to-wit:

The duties of any bargaining unit member of the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this agreement. The Board agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available or have refused to do the work assigned except in cases where unsafe conditions are being charged by a bargaining unit member. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature. The Board shall give bargaining unit members preference for work they have customarily performed. In accordance therewith the Board will not sub-contract work unless there is no bargaining unit member (employed or on layoff) certified for the position. (Emphasis added.)

## B. Discussion

The Board's position is that filling of coaching positions in a small district is very difficult. It submits that the students and community are not well-served by acceptance of mediocre or marginally qualified bargaining unit members as coaches, when better qualified individuals want the work. It further protests that the decisions of arbitrators regarding who is qualified are inconsistent and unpredictable. In short, it is tired of providing full employment for outsiders to resolve these disputes.

The Association counters that the Board is subject to political whim and expediency in filling of vacancies. Coaching is and always has been bargaining unit work, and the decision of Arbitrator Richard Kanner is offered to illustrate the point. The professional staff of the School District should have the first and foremost right to fill these positions, although they will, of course, have to meet minimum contractual qualifications.

The testimony shows that the Association's proposal on subcontracting was presented as a counter-proposal to the Board's offer.

I am familiar with the problem presented in this situation as the arbitration reporting services are filled with examples of arbitrations where boards have hired or changed personnel for these positions from outside the bargaining unit. In fact, I have written a number of opinions on the subject myself, and feel confident that each of those cases, although rightly decided by me, presented difficult and technical factual and contractual nuances.

I would also hasten to point out that my recommendation herein is not meant to impugn or slight Mr. Kanner's opinion in any way. Not only do I have the greatest professional respect for the man, but his opinion appears to have been a correct interpretation and application of the language to the facts.

Nevertheless, the matter at hand is not one of interpreting a contract. Instead, we are called upon to write a contract in light of the parties' peculiar situation. This is a legislative function, not a judicial one.

It is necessary to review some of the facts to put the recommendation in a proper perspective. According to the Board's testimony, there are about thirty-eight Appendix B positions. The exhibits further show that over the past several years, the teaching staff has been reduced from approximately one hundred to about sixty-nine. This number will further be reduced for the 1984-85 school year to approximately sixty-five members. When one understands that these teachers are employed throughout the School District in elementary, middle and high school, it becomes apparent that there is a significant problem filling these jobs since most of them are in the middle and high schools. Moreover, in a community or School District of this size, it becomes difficult to find properly qualified individuals to fill various vacancies.

As a final observation, the present Collective Bargaining Agreement does not empower the Board to unilaterally assign teachers to these positions if it is contrary to their desire. It is therefore logical that the same teacher who cannot be made to

fill the job has a less substantial right to demand the job assignment.

It is my recommendation that the Board proposal on this matter be adopted and that the following addition be made to Paragraph F:

It is further agreed between the parties that Paragraph F of Article VIII is grievable but is not subject to the Arbitration Procedure of this agreement.

I would hasten to point out to all parties that by making such a recommendation, I have specifically provided that the matter is grievable; the Board should be required to provide evidence upon request by the Association that it has not selected the "best qualified" person to fill the job; and that the Association retain the right to protest the matter in this grievance procedure.

It is my feeling that if the Board fails to provide the necessary documentation during the remaining period of this recommended agreement, the Association will have adequate justification to request a change in this Article. Failure of the Board to meet this test clearly should put the Board at a strong disadvantage, if this matter ever again is presented, either in negotiations or to a future factfinder, to determine whether or not this recommendation should be continued in future agreements.

## CONCLUSION

I will not repeat each and every recommendation set out above. Instead the reader will have to muddle through the entirety of the opinion, and perhaps get some understanding of the rationale for each of these determinations.

On the economic issues, a few summary observations are in order. This School District really has problems. Any doubt was removed when the district administrators decided to forego an increase this year. Their own self interest gave way to the economic realities. Secondly, the funding equity could be used to fund the short term demands of the teachers. But that equity belongs to the voters and taxpayers; and if it is subject to employee claims, it should be from all of the employees, not just teachers. Although the money is there, the fiscal uncertainty facing this district supports the conclusion that the creation of a reserve for contingencies is consistent with good financial planning.

I am convinced that the recommendations contained herein will fairly compensate the teachers, while being consistent with the ultimate and long term best interests of the district.

Another important consideration is the nature of the employment relationship in this district at this time. Enrollment has dropped proportionately to the employment of teachers. The loss has been precipitous. Teachers as a group tend to stay in a particular district because of tenure, etc., even in good times. But these are not good times, and the survivors must cling to their jobs. For better or worse, the teachers, the

administration, the school board and the community are locked together for the long haul. Now is the time for mutual accommodation and action.

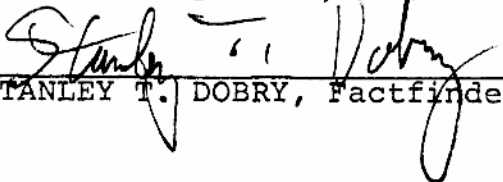
It is critical that everyone act circumspectly and with an eye to the future.

In that connection, my words are recommendations. I believe they are principled, rational, and based upon the facts. But they are still only recommendations. I further believe they fulfill the definition of fairness in a factfinding proceeding; they plausibly could have resulted from negotiation process, and it is hoped will be acceptable to the parties as their own voluntary settlement.

Factfinding is an extension of the mediation process. It is a pragmatic exercise, not an academic discussion. What the Factfinder has presented is not the sole possible solution to these disputes. So too, it is not what either party has demanded. Instead, it is a compromise based upon the realities confronting the parties, and is at the very least a fair solution.

With that, I wish to thank the parties for permitting my involvement. I wish to thank the advocates for a job well done. Let us hope they have not labored in vain.

Respectfully submitted,

  
STANLEY T. DOBRY, Factfinder

Dated: June 7, 1983



## FOOTNOTES

<sup>1</sup>It should be noted that there are anomalies in that fund's accounting that overstate its potential as a real source of funds. First the District is required to maintain a spare parts supply for the school buses to the tune of \$80,000.00. Second, Silver Mills, a large employer and taxpayer, went bankrupt owing \$100,000 in delinquent taxes. These will probably have to be written off. Third, the School District is the owner of a two bedroom home built by the industrial arts program, and although it is nominally valued at \$42,000, the District has been unable to sell it. Finally, as of the date of the hearing, the District had received \$150,000 in state aid payments that it was not entitled to. The state paid the funds the previous year for a number of students exceeding those actually enrolled in the District. That sum will eventually have to be repaid once the state straightens out its computer.

<sup>2</sup>This is not to say or imply that teachers are overpaid.

<sup>3</sup>This is not to say that teachers are not entitled to unemployment compensations. It is only fair that teachers who really are being laid off should get their statutory benefit. But it doesn't seem right that this should be an income supplement when the normal work year is only nine months long, and the teacher winds up being recalled in the fall anyway.

<sup>4</sup>The underlined phrase is new.

<sup>5</sup>With one exception, which was explained adequately at the factfinding.