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FF 26

STATE OF MICHIGAN  
DEPARTMENT OF LABOR

LINCOLN PARK BOARD OF EDUCATION,

Plaintiff

-vs-

No.

LINCOLN PARK EDUCATION ASSOCIATION,

Defendant

Jesse R. Bacalis

MICHIGAN DEPARTMENT OF  
LABOR

RELATIONS DIVISION

FACT FINDER's REPORT

THIS MATTER having come on for hearing, and the parties herein having freely presented evidence, your Fact Finder does respectfully report as follows:

I. That each of the parties herein has acted unreasonably in their respective responsibilities herein. It is apparent from the testimony and from the exhibits that Lincoln Park Board of Education has been faced with a deficit financing problem for several years. The Fact Finder is unable to justify or to understand how the Lincoln Park Board of Education could reasonably conclude that it was not necessary to take full advantage of the levy of 29.9 mills instead of the 25.0 mills that it actually did utilize, notwithstanding the increase in state equalized evaluation of property. The fact is undisputed that according to the Board's figures, in its tentative budget, it faces an operating deficit of at least \$476,807.00. The Board had available to it a total of 29.9 mills, but elected to only utilize 25 mills. It does not seem either fair or equitable to your fact finder that the Board of Education should now be

able to take the position that it does not have the money nor the resources to grant any kind of substantial increase in teacher's salaries. In your fact finder's opinion, this municipality cannot justify paying a beginning patrolman \$7,550.00 or a beginning dog warden \$7,310.00 (as the facts indicate) and at the same time expect a college trained professional teacher to begin at a salary range of \$5,800.00.

The Fact Finder must also observe that the Union has acted unreasonably in making flagrant demands upon the Board of Education. It is generally conceded that if the Board of Education were to grant the Union all of the demands that the Union has made, that deficit to the Board of Education would exceed one million dollars. It is easy for an outsider to see how these parties cannot resolve their differences presently because each is totally indifferent to the realities of the situation and to the practical problems that the other party faces.

II. Your Fact Finder has tried to persuade the parties to think in terms of the total cost of a reasonable increase for the teachers and has met with little success in this respect. Your Fact Finder takes judicial notice that the general economic trend at the present time appears to be a 6% increase in salary adjustments and fringe benefits upon which management and unions have been able to reach agreement. It is generally conceded by the parties in this case that the Board of Education has already proposed in its tentative budget a 5-6% increase for administrators in an effort to bring the said administrators up to a desired salary schedule level. There is no such proportionate increase planned by the Board for the teachers. Therefore, the Fact Finder does find that on a total cost basis a reasonable increase for Lincoln Park Teachers would be \$250,000.00, which does not include the full Blue

Cross benefits which was previously a part of the 1966-67 contract. Your fact finder is impressed that during the course of negotiations the Board of Education did offer a package to the Union which totalled \$342,000.00, and which included full Blue Cross. Accordingly, your Fact Finder, if he includes Blue Cross, then recommends a total of \$350,000.00 as the total cost of a reasonable increase for the teachers on a total cost increase basis.

III. In the event that the parties prefer Fact Finding on a specific basis, then your Fact Finder does make the following report:

A. Your Fact Finder is satisfied that a fair and reasonable compensation for the teachers would be \$6,100.00 for the B.A. degree at step one, with some modifications in the M.A., plus fifteen (15), and M.A., plus thirty (30). This represents an increase of \$300.00, which is both within the 6% range of increase and which is also consistent with keepin the Lincoln Park Board of Education near its rank of third out of forty-two school systems in Wayne County in accordance and is consistent with the evidence submitted by the Union as to what other school districts in region 2 (Wayne County) have settled for.

B. Blue Cross. Your Fact Finder does find that full Blue Cross should be continued as in the past with no necessity for increasing or changing the full Blue Cross coverage.

C. Sick Leave. Your Fact Finder has considered the information submitted by the Union on Sick Leave and is satisfied that the present fringe benefit of 12 days is fair and reasonable and commensurate with the rank of Lincoln Park in relationship to other school districts in the Wayne County area.

D. Life Insurance. Your Fact Finder does conclude that there is no reasonable pattern to be observed in terms of life insurance as made a fringe benefit by other school districts in the Wayne County area. The evidence in this area is inconclusive and not such that the fact finder can make recommendation thereon, except to find that seventeen (17) school districts have some form of life insurance fringe benefits in the Metropolitan Detroit area.

E. Terminal Pay. Your Fact Finder does conclude that there is no reasonable pattern to be observed in terms of terminal pay as a fringe benefit in other school districts in Wayne County. The evidence therefor being inconclusive, your Fact Finder cannot make a recommendation thereon.

F. School Calendar. Your Fact Finder does conclude that a reasonable school calendar is not less than 180 days, and not more than 181 days.

Joint Settlement. That after advising the parties of the preceding Fact Finder's Report, a joint settlement was resolved between the members negotiating for the Union and the members negotiating for the Board, and as such, your Fact Finder does approve the so-called tentative settlement which consists of the following package:

1.) Adoption of the previous payroll schedule, with the following changes: \$6,100.00 beginning B.A. position, with the necessary adjustment throughout, plus an increase of the M.A. maximum to \$10,500.00, and an increase of the M.A. plus fifteen (15) maximum to \$10,900.00, and the M.A. plus thirty (30) maximum increased to \$11,300.00. It is also agreed that to qualify for M.A. plus thirty (30), means that the applicant must be presently enrolled in the specialist

degree program, or in a doctoral program, with the exception that those people who are presently at the M.A. plus fifteen (15) level, or over, are automatically excluded from complying with said provision.

2.) Full hospitalization coverage which said coverage shall continue until the execution of the next contract.

3) Five Thousand (\$5,000.00) Dollars term life insurance, which shall continue until the execution of the next contract.


4.) That the hospitalization and/or life insurance term policy shall terminate with the termination of any employment at no later than the end of the calendar month in which the employment is terminated, providing that said termination has not taken place prior to the payment of the monthly charge for said life insurance or hospital insurance.

5.) That the school calendar shall not be less than 180 days, nor more than 181 days.

6.) That Fifty (50%) Percent of any net increase in state aid over the present \$427.88 state aid per child shall be applied to the teachers' salary schedule.

7.) That the Board shall be responsible for the payment of all Blue Cross charges during the summer months of 1967.

Respectfully submitted,

  
Jesse R. Bacalis  
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Detroit, Michigan 48226  
WO 1-3325