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Lincoln Park Board of Education
and
Lincoln Park Education Association
Case No. D71-F1796

Michigan
LABOR
RELATIONS DIVISION

J.R. Dempsey (10-14-71)

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On August 11, 1971, the Board of Education of the School District of the City of Lincoln Park petitioned the Employment Relations Commission for fact finding pursuant to Section 25 of the Labor Mediation Act. After due consultation with both parties hearings were set for September 23, 1971 in the office building of the Lincoln Park School Board.

At this hearing it was brought to the attention of the fact-finder that there were approximately fifty (50) items of disagreement relative to the 1971-72 contract between the parties. The parties themselves at that time, moved to resolve some of the issues so as to bring fact finding down to the more important areas of disagreement.

On Sept. 30, 1971, the fact-finder again held hearings. At this time there were still 23 items to be submitted to the fact-finder. At this hearing it was agreed by all parties that written briefs on all issues should be submitted to the fact-finder on Oct. 11, 1971. These briefs were to be exchanged between the parties and another hearing was to be held Oct. 14, 1971.

At this hearing the fact-finder questioned the parties on their respective understanding of the financial conditions of the School District and the cost of the demands made by the Association. There was general disagreement on the part of each party to this dispute on the financial implications, the demands of the Association and the ability of the Board to grant any changes in the 1970-71 contract other than the ones they had already agreed to or the ones that they themselves were proposing to make in the name of increased efficiency and financial stringency.

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

Lincoln Park Board of Education

The magnitude of this disagreement is shown by the fact that the association claimed that there would be funds available from state and local tax sources in 1971-72 to the amount of \$8,378,690. The Board claimed that the figure as more accurately proposed to be \$8,015,000. This left the two parties \$350,000 apart in their estimates of projected revenues.

Moreover, the estimation of the dollar value of the demands made by the Association was equally outside of any possible range of ready agreement. The Association estimated its demands would increase the 71-72 budget over the 70-71 budget by \$1,344,000. This included the hiring of 60 (plus) teachers which had already taken place.

The Board maintained that the proposed Association would increase the 1971-72 budget by \$1,550,000 and would ask the Board to assume an additional liability of \$1,150,000 spread over future years. In the face of a projected budget deficit of \$345,370 for the 1971-72 the Board felt it could not grant any of the demands and proposed to alter the contract only in ways that would reduce this deficit or increase the quality of service given to students.

These wide divergencies between the projected income and expenditures in the 1971-72 budget at least partly come from uncertainties generated by past history of education in Lincoln Park.

In budget year 1969-70, large cuts in services and educational programs were made. First grade children were placed on half-days. Cuts were made in athletics, art, and music. Many other retrenchments were made including eliminating 75 teaching positions. Still the actual budget deficit was \$408,693 for the year.

In order to remedy this, even more drastic cuts were made in the 1970-71 budget. Among the other things approximately 130 teachers were laid off and all elementary school grades except 1 and 2 were put on half days. These actions left \$465,340 as a general fund equity at the end of the 1970-71 budget year.

At the beginning of the budget year 1971-72 all this money is not available since there were claims against it from previous years which in the opinion of the Board left \$216,000 in this fund for the present year.

The difficulties in projecting the figures for the 1971-72 budget are further complicated by the drop in student enrollment and the uncertainty of the part of the money due the Board from the State of Michigan, which could be withheld by action by the State Legislature.

In spite of this great uncertainty in projected revenue and expenditure, the fact finder must make a recommendation for the settlement of the dispute between the Board and the Association, and it must be one that would not neglect the primary concern of all - the students of the Lincoln Park School District.

One thing does come clear to the fact-finder, the Board can operate the school system either with a large deficit or a large surplus. It has done so. This was done in the past by cutting or expanding services. In choosing to do either of these things, three considerations must be balanced - service to the students, adequate pay to the teachers and a manageable budgeting deficit.

In issuing his recommendations the fact finder has tried to keep these three factors in mind.

Since written briefs were available to all parties both before and during the fact finders hearing and ample opportunity for objection and cross examination was given the recommendation I will not include evaluations of the opposing arguments for each of the 23 items in dispute. Only a brief indication of the rationale behind the recommendation will be given.

The pervasive note of financial stringency, it must be noted, is the result of factors beyond the purview of collective bargaining. Millage increases have been defeated in 5 straight attempts in Lincoln Park. It is hoped that this

report will prepare the public for the possibility that the board may be forced to terminate school early in the year and returning to half-days next year if the financial condition of the District continues to worsen in spite of great efforts to reduce expenditures.

Item #1 concerns the inclusion of Department heads in the bargaining unit. The fact finders recommends that the existing contract language (Article 1 sec 4) be changed by dropping the words Department heads from the list of those excluded from the bargaining unit. This change is in accord with area practice and the nature of the work performed by department heads. The inclusion of laid-off teachers and other contractual personnel doing more than 50% of their work in non-supervisory capacities seems to the extension of the bargaining unit based on imprecise language and no indication of the will of the parties concerned.

Item #2 The fact-finder recommends that the Boards purposed changes in Article IV Section A and B be implemented. This would mean that all teachers could be required to be available to the students fifteen minutes before and following class time. In addition it is recommended that teacher time before the student be increased by reducing the lunch hour from 70 minutes to 55 minutes.

Item #3 The item refers to the establishment of 4 rooms for emotionally disturbed children. The fact finder recommends that this demand of the Association be met beginning with the second semester. The cost of such a proposal is approximately \$40,000. It seems that proper action on the part of the professional people involved in certifying and indentifying emotionally disturbed children could protect the educational rights of both the normal child and the emotionally disturbed one. Any teacher knows the potential disruptive effect of even one student when no suitable care is taken of him.

Item #4 This item refers to classroom size. The fact finder recommends that the existing contract language remain in effect. The research on the relation-

ship between class size and effective teaching seems to be inconclusive. It seems that the removal of emotionally disturbed children would be much more important than restriction of class size for increased teacher effectiveness. Moreover the present contract follows the guide line set down by the North Central Association of College and Secondary Schools.

Item #5 Article VI section of the contract gives elementary teachers 60 minutes per week duty free preparation time. The fact finder recommends that this preparation time be retained in the contract. This provision of the contract seems to be in accord with area practice and the demands of the teaching profession.

Item #6 This demand concerns changes in the contract regarding the number of leave days and conditions under which they may be taken. The fact finder recommends that the previous contract language remain in effect. While area practice might suggest increasing the number of leave days it seems that money spent on this item would not benefit all the teachers this year. Hence change in the number of leave days could be made when the financial picture of the School District changes for the better.

Item #7 The fact finder recommends that the contract clause regarding sabbatical leave be dropped. It seems inappropriate to be paying teachers who are not teaching at a time when there is danger that there will not be enough money to pay teachers who are.

Item #8 This item refers to maternity leaves and unpaid leaves of absence. The association demands that the contract state that the teacher and the doctor decide when the appropriate time for discontinuing teaching in the case of pregnancy. The fact finder feels that the Board has some competency to judge ability to perform in these matters and that the present contract language is adequate to safeguard the rights of all concerned. If a court, however, would rule the present contractual provision unconstitutional such opinion would of course prevail.

The Board demands that leave shall not be extended beyond one year. The present contract allows extension up to 5 years is maximum. The fact finder recommends that this provision include a clause which makes extension after 1 year due to requests submitted each year in writing. Failure to submit a written request would be tantamount to termination notice.

Item #9 The item refers to layoffs and recalls. This item can be very important to the individual teacher in the event that a deficit forces the Board to return to half days next year. The fact finder recommends that the procedures now informally in effect be put into the contract. Emphasis should be put on the fact that offers and refusals of positions should be made in writing. But the fact finder finds no necessity for such correspondence being sent to the Association except in the initiative of its own members.

Item #10 In view of the financial condition of the school district the fact finder recommends that previous contract language on mileage payments be retained unchanged.

Item #11 The fact finder recommends that extra pay for half-days sessions be omitted from the contract entirely. Since half-days are only resorted to because of large deficits there seems to be no significant reason for increasing the possible deficit by such payments.

Item #12 The fact finder also recommends that payments for split session classes be retained at the present level. It is not at all clear that such teachers do twice the work and extra payments in times of financial difficulty seem unreasonable.

Item #13 This item refers to payments to substitute teachers. It seems an insult to the regular teachers to demand payment for substitutes on the basis of equal pay for equal work. Substitutes do not have the same responsibilities as regular teachers. The question of long term substitutes takes the place of laidoff teachers might be handled through the grievance machinery.

Item #14 While the fact finder sees merit in longevity pay, the cost of this item (\$275,000) seems to preclude its inclusion at this time when the budget is plagued by a large projected deficit.

Item #15 This item proposed that teachers be paid $\frac{1}{4}$ the value of their total accumulated leave days if they leave the Board's employment after 5 years. The logic of the association in saying that such a clause in the contract would possibly save money for substitute teachers is persuasive. The fact finder recommends that this clause be included in the new contract.

Item # 16 This item proposes that teachers be paid on retirement \$100 per year of service in the District, and $\frac{1}{2}$ the accumulated leave days. The fact finder recommends that payment only for $\frac{1}{2}$ the accumulated leave days be made. In view of the financial condition of the School district and its willingness to shoulder additional financial burdens any such attempts to increase the future liability of the Board at this time seems unwise. According to the Board this could amount to \$895,000.

Item #17 This item refers to health insurance. The fact finder recommends that the clause in the present contract be retained. If there may be some who want better insurance coverage, this might be worked out on a shared cost basis.

Item #18 This item refers to the "spouse option" provision of the health insurance program. The fact finder recommends that the language in the present contract be retained.

Item #19 This item refers to long term disability insurance. The fact finder recommends that such long term disability insurance be offered to employees as an option to be paid 50% by the Board and 50% by the teacher.

Item #20 This item embraces a rather strong and detailed management rights clause. It is recommended by the fact finder that this clause be adopted. This clause seems only to put in writing what is actually happening in the school district at this time.

Item #21 This item contains the basic agreement on salaries. The Association asked for a 3.4% cost of living increase and a 6% raise at every step on the salary schedule. The Board proposed continuation of the salary schedule as in last years contract. The heart of the dispute here is the ability to pay of the school district. It is clear to the fact finder that there will be a defecit in the budget of Lincoln Park next year. As already indicated the size of the defecit will be dependent on several events not entirely predictable at this time. First is the State Legislature's action on the contingency fund payments. Second is the settlement with maintenance people and administrators in Lincoln Park School District. Third the accurate calculation of certain line items in the budget is impossible at this time. In the face of these uncertainties, it is the recommendation of the fact finder that the teachers be granted only the cost of living increase. This will put pressure on the budget and may result in the inability of the Board to borrow enough money in the spring to keep the schools open. The teachers as well as the Board and students will have to assume that risk. The Board may again be forced to go on half-days and/or sharply curtail services with resulting teacher layoffs. The teachers and students will have to accept these facts at that time knowing that such eventualities were forseen and accepted.

Item #22 Any changes in the salary scale of extra-compensatory jobs other than those included in item 21 should be left out of the contract. They would only increase the size of the defecit without any equal benefit to all the teachers.

Item #23 It is the recommendation of the fact finder that the school calendar fulfill all state laws and approximate the claendar of the past year in number of days of teacher and student attendance. In view of the financial support received by the teachers it would be unfair to increase the number of days of compulsory attendance.

J.R. Simpson