

Michigan State  
LABOR  
RELATIONS LIBRARY

STATE OF MICHIGAN  
LABOR MEDIATION BOARD

In the Matter of:

Oak Park School District and the  
Oak Park Federation of Teachers.

Report and Recommendation  
of Fact Finding Hearings Officer

The undersigned, Morris Milmet, under appointment as a Fact Finding Hearings Officer by the Labor Mediation Board of the State of Michigan, pursuant to request of one of the parties herein, with authority to conduct a Fact Finding Hearing in the above cause, pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Board's Regulations in connection therewith, and to issue a Report with Recommendations with respect to the matters in disagreement between the above mentioned parties, and in accordance therewith, a Hearing was held at the Offices of the Oak Park School District at 6:00 P.M., on September 16, 1967, and said Hearing was concluded on or about 10:00 P.M. of said evening.

Oak Park School District

Appearing for the Oak Park School District:

William M. Saxton  
Attorney at Law

Dr. Otis Dickey  
Superintendent of Oak Park School District

Richard Barnett  
Business Manager

Robert Bailey  
Assistant Superintendent for Instruction

Appearing for the Oak Park Federation of Teachers:

Bernard J. Fieger  
Attorney at Law

*Cornelius Quinn  
Business Representative  
Michigan Federation of Teachers*

*Donald Smith, President  
Oak Park Federation of Teachers*

*Mildred Kaminsky  
Member of the Negotiating Committee*

*Knute Peterson  
Member of the Negotiating Committee*

*The parties were given every opportunity to furnish all pertinent testimony and information into evidence and further, exhibits in support of testimony by each of the parties were introduced and received into evidence, and each of the parties were given full opportunity to summarize their positions and set forth all arguments in connection therewith, and your Fact Finder, being advised by the parties in the premises, reports as follows:*

*Background: Historically, the School Board of Oak Park has been considered one of the most progressive school districts in the State of Michigan, and its curriculum and physical plant have been established as models for other school districts in Michigan, and throughout the country. As an indication of the progressive ideas of the School Administration and the School Board, the Administration is inaugurating some new programs within the School District which appear will further enhance the quality of the education of the students. These programs are for academically gifted children, remedial reading programs, and others. The Fact Finder highly commends the institution of these programs as an indication of a desire on the part of the Administration and the Board of Education to provide educational services of the highest quality.*

*Further, it appears that within the School District*

*the school population is beginning to show a slight decline by reason of the fact that the residential areas of the district are developed, and information indicates that the elementary population of the school this year will show an actual decline from last year, while there will be a slight increase in the number of students in the secondary schools.*

*In addition thereto, historically this school has maintained a class size, which perhaps is the envy of many other school districts, approximating between 20 and 25 students per class. This again is an indication of the desire of the community and the School Administration to furnish the highest quality of education to the children of the community.*

*Further, the School Administration has within its budget a curriculum research and development program, to which it has set aside the sum of \$84,300.00, the vast majority of this to be paid in salaries to the teachers for in-service training and for improvement of the curriculum of the students. It is to be noted that a substantial portion of these monies go to the teachers as salaries, but are not reflected in the salary schedules hereinafter referred to in this Report, but nevertheless, represent actual income to the teachers.*

*Class size and programs such as those mentioned in this Report are just a few of the examples of the apparent professional attitude of the community, School Board, and School Administration towards creating excellent conditions wherein the School Administration and Teachers can create a professional atmosphere which will inure to the benefit of the students and the community.*

*This Report would not be complete without an acknow-*

ledgment to the taxpayers of this community for their solid support of their School District at the present time, and in the years past. The present operating millage of this district is 30.60 mills, which appears to be substantially in excess of that of other school districts. As a result, there is an available expenditure of approximately \$1,000.00 per student, which compares most favorably with other school districts in the area and the State.

The parties in this cause have been negotiating intermittently since on or about May 15, 1967 up to the present time and have been unable to reach agreement as to the economic aspects of the proposed Collective Bargaining Agreement. This Report will concern itself only with those specific items of dispute between the parties as to economic matters, even though there may be some unresolved non-economic matters. It is the Fact Finder's opinion that were the economic issues resolved, that the other matters could be successfully negotiated between the parties.

Each of the parties has documented its position in this matter very carefully and they appeared to be completely convinced that their position was meritorious, just and proper. It is most unfortunate, however, that they have been unable to resolve their differences at the bargaining table and that these circumstances have prevented the opening of the public schools of the Oak Park School District. The community deserves better in view of the support they have given to all parties concerned in years past. Further, it must be pointed out that school was scheduled to open on September 5, 1967, and it is now two weeks later and the parties are still at an impasse. In the event schools are not opened promptly, there is a possibility that state aid

to the district may be reduced, curtailed, or possibly even eliminated for this school year. This, of course, would be a most disastrous result, not only for the parties but for the community. With this urgency in mind, your Fact Finder has endeavored to prepare his Report and Recommendation as quickly as possible in the hope that it would facilitate a settlement of the issues between the parties. Obviously, it is impossible for any individual to make an absolute thorough and complete analysis of all the issues raised by the parties in such a short period of time so as to be completely accurate in each and every instance in an effort to make certain that equity and fairness to the parties was contained in this Report. However, the Fact Finder is satisfied that this Report is as inherently fair and equitable as is possible under the circumstances.

The issues submitted to your Fact Finder are those as hereinafter set forth.

Issues:

1. The principal issue between the parties is that of salary. The School District has submitted a proposed salary schedule to the Oak Park Federation of Teachers, as indicated by their Exhibit #13, which is as follows:

Step	A.B. Level			M.A. Level			M.A. + 30 Level			Dr. Level
	66-67	67-68	Incr	66-67	67-68	Incr	66-67	67-68	Incr	67-68
0	\$5650	6300	\$650	\$6000	6650	\$650	\$6200	6900	\$700	\$7150
1	5900	6550	900	6250	6975	975	6500	7250	1050	7525
2	6150	6825	925	6500	7325	1075	6800	7625	1125	7925
3	6450	7125	975	6800	7700	1200	7100	8025	1225	8350
4	6800	7450	1000	7200	8100	1300	7550	8450	1350	8800
5	7150	7800	1000	7650	8525	1325	8050	8900	1350	9275
6	7500	8175	1025	8150	8975	1325	8550	9375	1325	9775
7	7850	8600	1100	8650	9475	1325	9050	9900	1350	10325
8	8250	9050	1200	9150	10000	1350	9550	10450	1400	10900
9	8700	9525	1275	9700	10550	1400	10200	11025	1475	11500
10		10025	1325		11125	1425		11625	1425	12125
Longevity										
14		10525	1825		11625	1925		12125	1925	12625
19		11025			12125			12625		13125

*This represents the last formal offer from the School District to the Oak Park Federation of Teachers. After 18 hours of continuous bargaining from 10:00 A.M. Wednesday, September 13, 1967 to 4:00 A.M. Thursday, September 14, 1967, during which your Fact Finder was present at all times, and attempted to mediate a settlement between the parties, the Oak Park Federation of Teachers submitted their final offer to the School Board, which is as follows:*

	<u>B.A.</u>	<u>M.A.</u>	<u>M.A. + 30</u>	
0	\$6400	\$6800	\$7200	
1	6700	7200	7600	
2	7000	7600	8000	
3	7300	8000	8500	
4	7700	8500	9000	
5	8100	9000	9500	
6	8500	9500	10,000	
7	9000	10,000	10,500	
8	9500	10,500	11,000	
9	10,000	11,000	11,500	
10	10,500	11,500	12,000	12,950

*From the foregoing, it would appear that the parties are approximately \$123,000.00 apart in the amount of money to be allocated for teachers' salaries during the present school year. As can be noted, this difference is represented by the differences in the salary scales as submitted by the parties. From the time of the appointment of your Fact Finder up to the submission of this Report, I have attempted to amicably resolve this salary issue between the parties, but to no avail. Indeed, on one occasion, 18 hours of continuous mediation by the Fact Finder proved fruitless. The School District took the position that in their preliminary budget there was very little additional money available to increase salaries over and above the salary schedule set forth in their offer. The School District further contended that the increases here were more substantial than increases given to teachers bargaining units by any School District*

in Oakland County. They contend that their final offer represented an increase to teachers of \$424,000.00, consisting of salary increases of 389,203.00; health insurance of \$14,200.00; life insurance of \$15,800.00; longevity of \$3,500.00; and severance pay of \$975.00; making a total of economic benefits to the teachers of \$424,678.00. This amount is included in the total preliminary budget for teachers salaries and fringe benefits of \$3,639,303. This figure has been agreed upon by the parties. The School District insists that this is indeed a very fair and generous offer to the teachers in the bargaining unit, and represents a good faith attempt on its part to resolve this issue.

On the other hand, the Oak Park Federation of Teachers took the position that even with the increases contained in the Board's final offer, there was additional money available in the budget and that the same should be allocated to teachers salaries. They contend that last year the School Board over-budgeted for teachers salaries in the sum of approximately \$104,000.00, and that accordingly, a like amount should be given to the teachers as additional salary increases from the Board's last offer. They further contend that the operating millage of this school district, as voted upon by the taxpayers of the community, being more substantial than that in any School District with which your Fact Finder is familiar, justified a further increase in salaries to the teachers. They point out that other districts, while outside Oakland County, were somewhat similar to Oak Park and that their salary schedules indicated salaries more favorable than those in Oak Park.

During the course of the attempted mediation by the Fact Finder between the parties, and during the course of the Hearing, the School District indicated that any surplus monies found by the Federation would be allocated for an increase in teachers' salaries, over and above the Board's final offer. By stipulation between the parties, it was ascertained that by reason of a duplication of figures approximately \$53,000.00 was available for teachers salaries. Further, by stipulation between the parties, it was agreed that approximately \$12,900.00 would be available in state aid by reason of an increase in anticipated enrollment, thus making a total available for teachers salaries, by stipulation, of a minimum of \$66,000.00.

Over and above the foregoing agreement between the parties, the Oak Park Federation insists that there are substantial additional monies that should be allocated for teachers salaries. It points out that a Special Education Teacher may not be needed, and this salary is included in the preliminary budget. It contends that there are other monies available under the label of contingencies in the budget that should be made available to teachers salaries. The School District responds by stating that the allocation of these funds in its preliminary budget are necessary and proper and represent the best judgment of the School Board and its administration. Your Fact Finder is not in a position to judge otherwise.

In addition thereto, your Fact Finder cannot state that the proposal by the Board is unreasonable or improper under the circumstances. The amounts available to the teachers in salaries and fringe benefits, as contained in the Board's proposal, is fair and equitable, subject however,



to the final recommendations of the Fact Finder.

2. The next principal issue between the parties is the question of insurance. The Oak Park School District has offered a total of \$150.00 to apply towards the purchase of medical and hospital insurance. The Oak Park Federation of Teachers contends that all of its members should be given medical and hospital insurance so as to provide full coverage for the families of its members. It is agreed by the parties that the cost to the School District on medical and hospital insurance for the families of the members of the bargaining unit would amount to a cost of \$27,000.00.

3. It appears that the other issues between the parties can be resolved by collective bargaining if and when the foregoing economic issues can be resolved. Accordingly, your Fact Finder makes no further comment as to these issues in anticipation that in the event these recommendations are accepted, that these issues will be disposed of with dispatch.

Recommendations: As to issue number 1, your Fact Finder recommends the adoption of the following salary schedule by the parties:

	<u>B.A.</u>		<u>M.A.</u>		<u>M.A. + 30</u>		<u>Dr.</u>
0	\$ 6400		\$ 6800		\$ 7075		
1	6650	250	7150	350	7425	350	
2	6925	275	7500	350	7800	375	
3	7250	325	7875	375	8200	400	
4	7625	375	8275	400	8625	425	
5	7975	350	8700	425	9075	450	
6	8350	375	9150	450	9550	475	
7	8775	425	9650	500	10,075	525	
8	9225	450	10,175	525	10,625	550	
9	9700	475	10,725	550	11,200	575	
10	10,200	500	11,300	575	11,850	650	12,350

The foregoing salary schedule represents the judgment of the Fact Finder in the comparatively short time that he has had available to him, keeping in mind the urgency of

the circumstances. The proposed salary schedule appears to represent an increase in teachers salaries over and above the Board's last offer of approximately \$71,800.00. Of this amount, it was stipulated between the parties that approximately \$66,000.00 was to be added to teachers salaries. Further, the increases to the teachers of Oak Park by the adoption of the foregoing salary schedule represents increases which, in the judgment of your Fact Finder, are most substantial, equitable, fair and proper under the circumstances. I have completed this schedule with the knowledge that not to do so might create further disputes and disagreements between the parties in the allocations of the increases stipulated by the parties. It is the intent of this recommendation that the teachers receive approximately \$71,500.00 in additional salary increases, which I believe is reflected in the foregoing schedule. If not, the undersigned reserves jurisdiction to make such adjustments so as to provide for said increases.

As to issue number 1, the Fact Finder recommends that the Oak Park School District give full family medical and hospital insurance to the members of the bargaining unit. This recommendation, plus approximately \$5,000.00 of increased salaries (over and above the amount stipulated by the parties) represents the sole additional economic benefits recommended by the Fact Finder to the Union.

Conclusion: The Fact Finding Hearings Officer reiterates the need for urgency by all parties concerned in this matter. I recognize that there are unresolved issues and I would urge that they be resolved with the utmost dispatch in order that the schools and the Oak Park

*School District be opened forthwith. I appeal to the parties concerned to either adopt the salary schedule submitted by the Fact Finder, or in the alternative, to enter into continuous negotiations until the salary issue and other economic and non-economic issues are completely resolved.*

*Respectfully submitted,*

*Morris Milmet*  
MORRIS MILMET  
Fact Finding Hearings Officer  
1730 First National Building  
Detroit, Michigan 48226  
Woodward 1-7070

*Dated: September 18, 1967  
3:15 P.M.*