

STATE OF MICHIGAN
DEPARTMENT OF LABOR

RIVER ROUGE EDUCATION ASSOCIATION

vs.

RIVER ROUGE BOARD OF EDUCATION

Jesse R. Basalis 9-18-67 /

Michigan State University
LABOR AND HUMAN
RELATIONS LIBRARY

FACT FINDER'S REPORT

This matter having come on for hearing, the parties having herein freely presented some 52 written exhibits in evidence, your Fact Finder does respectfully report as follows:

It is manifestly apparent that each of the parties have acted unreasonably in their respective responsibilities. It is easy for an outsider to see how these parties cannot resolve their differences presently. Each is totally indifferent to the realities of the situation and to the practical problems that the opposite party faces. It is your Fact Finder's Opinion that the Board has not acted responsively or reasonably in face of its apparent deficit history dated back as far as 1963 and at the same time not utilizing the full available millage from time to time. The Fact Finder is also disturbed by the events which took place in March of 1967 when the Board specifically asked the Union to present their total package for purposes of considering the necessity of millage.

The Fact Finder is deeply disturbed that the Association has acted with equal disregard of its responsibilities. Your Fact Finder is informed that the Association demand in March 1967 exceeded one million dollars in total dollar cost.

River Rouge Board of Education

The Association demands at the present time total \$389,000.00, and the Association is indicating a willingness to compromise down from even this figure. This kind of horse trading is both primitive and totally unrealistic. The Board complains it was because of such unrealistic demands that it lost interest in seeking millage.

It is your Fact Finder's recommendation that the parties begin earnest economic negotiations as early as February of any calendar year, keeping in mind that the tax levy date is June the 1st, and that there are notice and registration requirements which thereby mean that the parties must effectively determine the amount of the proposed budget and the necessity of millage as early as the end of March. Bargaining as late as either August or September, after the Revenue doors have been closed, is generally forcing most Boards of Education into a deficit position, which is neither wise nor healthy for any of the parties concerned.

STATEMENT OF ISSUES

The parties have agreed that the issues to be resolved by Fact Finding are as follows:

1. SALARY SCHEDULE
2. FRINGES
3. CIVIL RIGHTS
4. ARBITRATION

1. SALARY SCHEDULE

The primary issue between the Board and the Teachers centers around whether or not River Rouge should be the highest paying school district. Most of the exhibits herein submitted relate information to Wayne County.

The Fact Finder is satisfied that the recommendation that he is about to make will place the River Rouge System in a third or fourth position out of 43 school districts in Wayne County, which is the upper 10%. Your Fact Finder is also satisfied that in a cursory analysis across the State it is indicated that River Rouge would be in the top 10% of the some odd 500 school districts with reference to this recommendation.

The Fact Finder does recommend as follows:

BACHELORS - 10 Step - Minimum Salary \$6,300.00
Maximum Salary 10,200.00

MASTERS - 10 Step - Minimum Salary \$7,000.00
- Maximum Salary 11,300.00

SECOND MASTERS
or EDUCATION SPECIALIST
10 step - Minimum Salary \$7,500.00
Maximum Salary \$11,900.00

DOCTORS Degree 10 step Minimum Salary \$ 8,000.00
Maximum Salary \$12,500.00

As analysis of this recommendation at the tenth step means an increase at the B/A position of \$700.00 and, increase of M/A position of \$1,300.00, an increase of the Second Master's level of \$1,400.00 and an increase at the PHD level of \$1,500.00. This is commensurate with the incentive theory to award additional compensation for graduate credit and leads towards more efficient and a higher quality education system.

2. FRINGES

The only economic Fringe submitted to the Fact Finder was hospitalization. It appears that the parties have a tentative agreement for a full family coverage of Blue Cross and Major Medical and there appears to be no necessity for Fact Finding as to that.

If It is possible at no increased cost, and without jeopardy to the existing Blue Cross Plan to allow substitution on a voluntary basis with the MEA policies, the parties indicated a desire to explore such an arrangement.

3. CIVIL RIGHTS

Your Fact Finder has carefully examined the drafted proposals on Civil Rights submitted by the Board and by the Association. Your Fact Finder is satisfied that there is remarkable agreement between the two parties as to what should be included in the language. It is important to notice that both parties agree that any other matter which is not set forth as an area for study is left in the discretion of the Committee as to whether or not it would become involved in terms of making recommendations to the Board and to the Association. Inasmuch, as both parties have agreed to such an open-end-approach, it seems more logical to your Fact Finder to recommend the adoption of the language offered by the Association. The only real significant difference is that the Association is requiring the Committee to study and to recommend a plan for total integration of the student body as well as the faculty. It is manifest to your Fact Finder that these two areas of the faculty and the student body are of primary importance in the area of human relations and that direction to make such a report and finding to the Committee would be essential to any meaningful study of the problem of human relations. Your Fact Finder commends both the Board and the Association for their eagerness and willingness to explore this area jointly and accordingly recommends the adoption of the Union proposal as being the best expression of this common purpose.

4. GRIEVANCE PROCEDURE

The primary dispute in Grievance Procedure between the parties herein centers around whether or not grievance procedure shall include compensatory arbitration as the terminal point in resolving grievances. The only factual matter upon which the Fact Finder has authority to act in this particular area, is to make a finding of fact that out of all the school districts in the State of Michigan, of which there are over 500, it appears that there are 83 that have accepted terminal compensatory arbitration in grievance procedures.

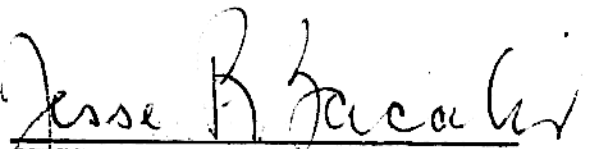
This represents approximately 15 to 16 percent of all the Boards accepting it and, correspondingly means 85 to 84 percent have rejected it.

In addition, the Attorney General for the State of Michigan, as the Chief Legal Officer of the State, has publicly declared in an official published opinion that Boards of Education are without lawful authority to include in their master contracts with representatives of their employees a provision for compensatory arbitration.

Your Fact Finder is of the private opinion that there ought to be compensatory arbitration as a resolution of grievance procedures. However, your Fact Finder does not have the authority nor can he allow himself to ignore the published legal opinion of the Chief Legal Officer of the State of Michigan. Accordingly, your Fact Finder makes no recommendation whatsoever on the issue of arbitration for two reasons:

- A - This is not a factual matter on which the Fact Finder can make a recommendation.
- B - The Fact Finder is not presently disposed to overrule the position taken by the Attorney General as a matter of law.

Respectfully submitted


JESSE R. BACALIS
Fact Finder
910-11-12 Ford Building
Detroit, Michigan 48226
Telephone: WO. 1-3325

Dated: September 18, 1967