

1091

MICHIGAN STATE LABOR MEDIATION BOARD, ADMINISTRATOR  
RECOMMENDATIONS & PRELIMINARY FACT FINDING REPORT

\* \* \* \* \*

In the Matter of the Dispute between \*  
The Comoden-Frontier School District \*  
-and- \*  
The C - F Educational Assoc. \*

\* \* \* \* \*

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OPINION EXPLAINING THE RECOMMENDATIONS By M. David Keefe,  
Fact Finder

Appearances:

Comoden-Frontier School  
Gareth H. Donley, Supt.  
Vivian Hull, Ed. Sec.  
R. Robinson, Ed. Treasurer  
R. L. West, Ed. Trustee

C - F Educational Assoc.  
P. Briner, President  
D. Yarger, Consultant  
D. Schiebeler, NEA Rep.  
A. Godfrey - Assoc. Sec.  
M. Dayton - Committeewoman  
R. Pechta - Committeeman  
E. Richardson - Committeeman

The hearing on this matter commenced at 1 PM on Monday, August 26 and concluded at 8 AM on Tuesday, August 28, 1957, in conference quarters of the Comoden-Frontier School located in Comoden, Michigan.

SUMMARY OF THE CASE

The parties had met in collective bargaining sessions on twenty-six occasions prior to the hearing and had also participated fruitlessly in mediation efforts to dispose of the open issues between them. These unresolved points and the positions of the parties thereon were as follows at the opening of the fact-finding proceedings:

Issue	C-F Educ. Assoc.	C-F Bd. of Educ.
I - Salary Schedule	BA - start at \$5,440. to \$14,000. in 10 steps.	BA - start at \$5,800. to \$7,540. in 10 steps.
	WA - start at \$6,140. to \$17,000. in 10 steps.	WA - start at \$8,840. to \$18,840. in 10 steps.

Comoden-Frontier School District

2 - Extra Services	Based on the Annual Salary	Renew existing formula
3 - Fringes		
a) insurance	\$10,000 Group Life (\$80 cost)	no counter
b) hospital	MEA basic hosp. & accid. (\$111. cost)	no counter

#### Analysis of the Critical Area

The previous Agreement, covering 1966-7, showed a Salary Schedule commencing at \$5,400. and progressing through ten steps at a flat 3% increment (\$182.00) to \$7,020. for EA. The MA range was structured, step for step, two increments over the EA range, or \$5,734. to \$7,344. in ten steps. The Board proposal on the new contract followed this 3%, ten step formula, based on the \$5,800 starting figure, thereby pegging the value of the increment at \$174.00. The Association sought a ten step progression, based on \$5,800., with an increment of \$120.00 - roughly 7.24%. Both sides continued the MA range two increments over its EA proposal at each step.

Out of the 81 teachers on the C-F staff, one, only, is in the MA range. However, 13 are at the top of the EA, and this concentration of over 40% at that level made the extension at the EA tenth step the critical factor to the solution.

#### Movements by the Parties

After ten hours of intensive exploration to determine the facts on the parties real positions, the Association modified its Salary demand so that the \$5,800. would be extended by \$268.00 increments, to \$9,360 at the EA top. The Board liberalized its offer, on increments of \$210.00, to a top of \$7,600 for the MA.

At this point, the dispute on Extra Services was resolved. The Agreement is that the percentage table, requested by the Association, is adopted, except that the premium for "Band" applies for 33 weeks and the premium for "Radio" is withdrawn.

The Association reduced its request on fringes by about half but the Board continued to reject any liability in this area.

Further hard exploration of the dispute brought about further changes, the last coming after fifteen hours uninterrupted effort. This final position of the parties resulted in no movement by either side on the fringes but brought about the following revision on the Salary Schedule, based on 10 steps, with MA two increments over BA at each step. The Association came down to \$3,300. for the BA, reducing the increment to \$260.00. The Board came up to \$7,975., increasing the increment to \$217.50. The gap at the BA top was narrowed from \$2,400. to \$216.30. The increment spread was thereby compressed from \$246.00 to \$33.50.

#### Contentions of the Parties

The Association supported its demands by introducing twelve exhibits, the first two of which traced the history of the negotiations and the changes in position prior to fact-finding. Other exhibits, notably #3, #9 and #10, compared teacher salaries to other classes of professional and public employees and tabulated payroll deductions for present and prospective taxes and pointed out changes in the Cost of Living Index. The remaining exhibits dealt with State Equalized Valuation, Salary Ranges and Millage comparisons. Out of all this, the Association argued that its demands were

justified and requested that a finding should be made supporting its position as factual.

The Board introduced an exhibit setting forth settlements reached in a five-county area adjacent to Camden. The Board also relied on its proposed Budget (Ed. Ex. #1) which revealed the following pertinent information: Total anticipated receipts include a balance of \$47,255.56 from the previous year and come to a total of \$434,149.56. Total anticipated expenditures, excluding teacher or superintendent salaries, come to \$177,960.00, leaving \$256,189.56. Teacher salaries, proposed in the Board's final offer would cost an anticipated \$211,000.00, leaving, roughly, \$45,000.00 to care for the superintendent's salary, unforeseen contingencies and surplus. The Board pointed out that a likely contingency might be trouble with the boiler, which is old. It argued that sound business practice dictated that the budget be kept in balance as exhibited and that the apportionment for teacher salaries was equitable. It requested that the finding should support the Board position.

#### Discussion

The teachers' request for fringe benefits is certainly not novel. It is commonly recognized throughout the broad spectrum of collective bargaining agreements that the principle of such coverage is normally to-be-expected. The Board's refusal to concede anything whatsoever in this area leaves a void of deficiency which unbalances its entire proposal. This is unrealistic and, furthermore, was unsupported by any reasons explaining why the allocation of any money to this end would be unfeasible. It is obvious that expenditures in any and every direction add to the total cost of a settlement. How-

ever, this is always taken into account in figuring the final package. There was no evidence at all introduced to establish the fact that the Board's proposals could not or should not have been formulated to include at least some movement on these reasonable fringes.

With respect to the Salary Schedule dispute, the Association failed to convince the fact-finder that the Camden-Frontier teachers were left out of the parade. Argumentation, drawn from statistical comparisons, can be endless and, frankly, can be used to emphasize divergent points of view. The C-F Association did satisfy the fact-finder that they are, certainly, not leading the parade. But, in the process, it became equally evident that they are not bringing up the rear. There are districts that have dealt more liberally with their staffs and others who have been more parsimonious. Camden-Frontier is well hidden in the pack - not in the forefront, not even exactly in the middle, but not at the tail-end. The argument that the "average" must be attained is, of itself, like a two edged sword. Would the fact-finder who responds when the scale is somewhat below then advocate "hold-the-line" in another situation where the scale is somewhat above? To seek, with some consistency, for equity in constructing solutions, it appears that the particular circumstances of each impasse must be given primary consideration before a proper decision can be made. Relative factors, illustrated through comparisons, are of value but become compelling only when paired with specifics of the relationship to indicate palpable justice.

The facts are that neither side has a right, in view of its responsibility to the other side (the Board to provide, as far as possible, salaries commensurate with the importance of the teaching profession; the Association to con-

strain itself to endurable steps which permit adjustment of Board economy to evolving change) and to the pupils (the servicing of whose interests and welfare constitutes the sole basis and need for either the Board's or the teaching profession's existence) to rigidly and dogmatically make "sacred cows" out of their desirable objectives. Budgetary nonfeasance could aptly be employed to describe obsessive concern with as yet un-happened eventualities when this precludes solution to a human crisis. Bargaining incompetence would mark obdurate insistence on creating, in one fell swoop, full realization of goals which reason and reality dictate must be achieved progressively. In this dispute, neither side was guilty of such extremism - but their best efforts still failed to dispose of the potential hazard to the welfare of the children.

In this case, the fact-finder rejects the logic of the "unforeseen contingency" outweighing the urgency of the all-too evident deadlock over salaries. The bopliers might run for another full year. Can the same be said of the teachers? That is the question being debated. The Board's argument would be far more persuasive if: 1) its budget allocated more than the currently proposed 48.5% for teachers' salaries and 2) if a solution would wipe out a comfortable contingency fund to cope with unavoidable mishaps. There is much sound business sense in the concept of a budget surplus but there is no magic in any particular figure to elevate it as sacrosanct.

Under the total circumstances of this case, the findings of fact are that:

- a) The salary and fringe position of the Camden-Frontier teaching staff are mediocre to the point which warrants improvement over

b) the resources of the Board warrant the granting of further concessions.

#### RECOMMENDATIONS FOR SETTLEMENT

- 1 - All agreements reached in negotiations and before the fact-finder are to be incorporated in the forthcoming Agreement.
- 2 - The Board's last Salary proposal in fact-finding shall be adopted, except that an eleventh step is to be added to the BA range at the prevailing increment so that this new and additional step shall carry a salary of \$8,102.50.
- 3 - The Board shall pay \$33 per teacher towards the cost of Group Life Insurance and \$35 per teacher towards the cost of hospital and accident insurance.

*M. David Keale*  
M. David Keale, Fact-Finder  
Appointed by the Michigan Labor Mediation Board

August 31, 1967