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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
LABOR RELATIONS DIVISION

1141  
In the Matter of the Fact-Finding between

ERIE-MASON CONSOLIDATED SCHOOLS

-and-

ERIE-MASON EDUCATION ASSOCIATION

Case No. D72 F-1688

LABOR AND EMPLOYMENT  
RELATIONS

This Fact-Finding Report was authorized under the provisions of Section 25 of Act 176 of Public Acts of 1939, as amended, and the Michigan Employment Relations Commission's Regulations therein. The undersigned Fact-Finder was authorized to issue a report with recommendations regarding the Salary Schedules for the 1972-73 school year. The other matters originally scheduled for Fact-Finding, namely Insurance Benefits, Family Plan, Individual Coverage and Dental Protection, Business Day and Agency Shop, were settled by the parties by the time of the Fact-Finding hearings. A preliminary hearing was held on October 30, 1972 and the final hearing was held in the Erie-Mason School District on November 2, 1972.

#### APPEARANCES

##### For the Education Association

James Scheu, Michigan Education Association Staff  
Fred Myers, Chief Negotiator  
Robert Sweney, President, Erie-Mason Education Association  
Sylvia Loe, Secretary of Erie-Mason Association  
Joyce Anderson, Negotiating Team  
Barbara Wise, Negotiating Team

##### For the School System

Bob Furr, Spokesman  
Dick Kackmeister, Principal  
Leon Bodell, Superintendent  
Tom Hilkins, Member of Board of Education  
F. E. Olmstead, Member of Board of Education

E. J. Forsythe

Erie-Mason Consolidated Schools

## BACKGROUND AND POSITION OF THE PARTIES

The Board of Education of the Erie-Mason Consolidated Schools and the Erie-Mason Education Association have not reached an agreement on a salary schedule for teachers for the 1972-1973 school year. All other items, including ones originally scheduled for Fact-Finding have been settled or dropped for this Contract negotiation.

In the background, the Board says its first proposal was a 3% raise for all teachers over their last years' salary. The Association's first proposal was a salary scale that included the increment and a 10% raise. Neither proposal was acceptable, the parties went to mediation, at which time the Board offered increments plus a \$400.00 increase at the top which would add one step to the salary scale, and the Association proposed a scale that would include the increments plus a  $4\frac{1}{2}\%$  raise without the 11th step, both of which were unacceptable.

At an informal meeting in late September, the Association Team and the Board Team discussed two salary proposals. The Association recommended their idea of a scale that would include the increments plus from \$200.00 to \$374.00 depending on what step the teacher was on, and the Board recommended a scale that included the increments plus \$200.00 at each step with a \$400.00 increase on the top. The Board says at this point, the parties were about \$4200.00 apart. The Association denies this, saying that at the time of these informal discussions it also had its Dental Plan on the table, which was dropped, so that the \$4200.00 figure does not reflect the actual situation.

The Board points out that at the meeting with the Fact-Finder on October 30, 1972, it made an official salary proposal. This proposal

offered increments plus \$200.00 at each step with \$400.00 at the top. The Board notes that the Association did not propose a specific salary schedule on this date, but recommended that the Board give to the teachers a total sum of money that represented 57% of the total budget for salaries and benefits. The Board notes that this action meant that the difference between the two parties is much more than \$4200.00, a matter with which the Association agrees as it noted that the \$4200.00 difference was unrealistic once its Dental request was withdrawn.

It is the position of the Board that it has expanded the program in the current school year upon recommendations of teachers serving with the community people on a curriculum committee, and that the new programs have cost \$93,854.74 based on the 1971-72 salary schedule.

The Board contends that its latest salary proposal for 1972-1973 is competitive with other districts in the area that have settled their Contracts and introduced such examples as Board Exhibit No. 4. In reference to the prepared budget, the Board says that the current budget situation shows a balance of approximately \$20,000.00, and that this budget includes increments plus \$200.00 at each step with \$400.00 at the top (Board Exhibit No. 2), and that increments alone cost \$51,788.90.

The Board, in its presentation, points out that the budget prepared for this Fact-Finding reflects the Boards' latest salary proposal, and also reflects additional costs brought about by already approved agreements between the Board and the Association and expenditures approved by the Board during the Summer of 1972. The Board states that the Association spokesman has been kept up-to-date concerning all changes

in the original budget given to the Association.

The Board lists what it refers to as other benefits adding to the Cost Already Agreed to for the 1972-1973 Contract, as follows:

(a) The Board will pay any teacher substituting for a class in the absence of the regular teacher at the rate of 1/7 of the fifth step or \$7.75. (The Association made a strong objection as to this item on the point that any such payment would not be set until after the salary schedule had been resolved.)

(b) Student Council Advisor shall be reimbursed by the Board at the following rate:

Senior High Advisors	\$100.00 each
Junior High Advisors	\$ 50.00 each

(c) The Board shall reimburse all traveling teachers at the rate of 11¢ per mile.

(d) Unit Leaders (Dept. Heads) will cost the Board \$2500.00 this year.

(e) Expanding Girls Athletic Program will cost the Board \$3000.00.

The Board of Education and the Administration of the Erie-Mason

Consolidated School contends in conclusion that:

1. The Salary Schedule and fringe benefits for Erie-Mason Teachers have been competitive with other districts in the area.
2. That the last Board salary offer this year is a fair one, especially because of the expansion of the program this year which brings greatly increased costs.
3. The large increases in the past few years cannot continue under the present financial structure.

The Board says it and the Association have put thought, effort and time into trying to reach a reasonable agreement.

It is the position of the Association that the teachers have not been dealt with justly as money being spent by the Board of Education is not in sufficient amounts to improve the teacher's salaries.

In its exhibits at the hearing, the Association argued that in Monroe County, that Erie-Mason teachers rank near the bottom of the list. (Association #4) In another exhibit, the Association contends that in the History of Current Operating Expenditures, the Board's offer for 1972-1973 is out of line in regard to the raises the teachers have received in the past. (Association #5) As to past finances, 1971-1972 Association #6A, the School District Financial Report, Association #6B, and a Comparison of Budget and Actual Income and Expenditures, 1971-1972 and proposed Budget 1972-1973, Association #6C, the Association maintains that the money is in fact available but that it has not been expended on teacher's salaries.

As to the Board offer, Association #8, called for "Discussion Only", the Association maintains that this does not reflect the actual financial expense involved as at that time, the Association had not withdrawn its Dental request.

In Association #9, the Association says this proposal dated August 29, 1972, is essentially one of 5%, including increments, and is within the wage board guidelines. This proposal reads as follows:

ASSOCIATION'S LAST PROPOSAL

August 29, 1972

Step	BA	BA+20	MA	MA-20	EDS
0	8,258	8,480	8,973	9,195	9,527
1	8,553	8,774	9,272	9,493	9,825
2	8,848	9,070	9,571	9,792	10,125
3	9,202	9,423	9,930	10,107	10,439
4	9,673	9,895	10,407	10,630	10,962
5	10,146	10,367	10,887	11,108	11,441
6	10,617	10,839	11,365	11,587	11,919
7	11,147	11,370	11,903	12,125	12,457
8	11,679	11,900	12,442	12,664	12,996
9	12,269	12,490	13,160	13,381	13,714
10	13,095	13,316	13,877	14,099	14,431

It is the Association's position throughout, that they have given up other items at the bargaining table in the interest of receiving a more favorable salary adjustment and that the Erie-Mason Schools are behind comparable schools in the area.

DISCUSSION

The parties have reached agreement on all items in this Contract other than salary and are to be congratulated for having accomplished this through the collective bargaining process.

As to the salary recommendations, the starting point in analyzing the situation is the comparison criteria. The proper comparison, of course, would be the school districts in and around Monroe County, Michigan.

The 1971-1972 salary schedules for Monroe County and bordering area districts were as follows:

	<u>BA Min.</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA Max.</u>
Airport	8,033	12,707	8,683	14,229
Bedford	7,632	12,484	8,530	13,371
Jefferson	7,800	12,200	8,320	13,800
Monroe City	8,075	13,125	9,200	14,800
Dundee	7,800	12,238	8,300	13,926
Ida	8,200	12,600	8,800	13,900
Manchester	7,500	11,611	8,100	12,542
Mason	7,865	12,472	8,545	13,217
Milan	7,450	13,100	8,400	14,500
Saline	7,850	12,100	8,500	14,000
Summerfield	7,800	12,200	8,320	13,208
Whiteford	7,400	11,458	8,000	12,058
Ypsi-Lincoln	7,575	12,652	8,125	14,385

The above indicates that Mason ranks in the upper half with a BA Minimum of \$7,865. At the BA Maximum of \$12,472, Mason ranks in the middle of the districts listed. Using \$8,545 at the MA Minimum, it shows that Mason ranks in the upper half of the districts listed. At the MA Maximum of \$13,217, Mason ranks near the bottom of the surrounding districts listed.

As to the same districts in 1972, the rankings are as follows with the exception of Jefferson, and of course, Mason, both of whom have gone to Fact-Finding for 1972-1973:

	<u>BA Min.</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA Max.</u>
Airport	8,251	13,053	8,919	14,616
Bedford	7,922	12,925	8,853	13,844
Monroe City	8,500	13,125	9,200	14,800
Dundee	8,100	12,800	8,600	14,450
Ida	8,500	12,900	9,100	14,200
Manchester	8,000	12,111	8,600	13,042
Milan	8,000	13,200	8,500	14,700
Saline	8,100	12,400	8,750	14,300
Summerfield	8,128	12,733	8,669	13,868
Whiteford	7,800	12,000	8,400	12,750
Ypsi-Lincoln	8,000	12,798	8,550	14,745

A BA Minimum of \$8,065 would place Mason in the middle of eleven settled districts. At the BA Maximum of \$12,871, Mason would be in the upper half of the districts surveyed. At the MA Minimum of \$8,745, Mason would rank in the middle of the districts surveyed. At the MA Maximum of \$13,617, Mason ranks near the bottom of the districts used for comparison.

The Association's last proposal is not consistent with the comparisons of comparable districts. A BA Minimum salary of \$8,258 would place the district in the top three at that level and a BA Maximum level of \$13,095 would again place the district among the top three.

On the other hand, the Board offer of a BA Minimum of \$8,065 with a Maximum of \$12,872 and a MA Minimum of \$8,746 with a Maximum of \$13,617, predicated on \$200.00 across the board and \$400.00 at the top Maximums is not consistent with the resulting salaries of neighboring districts.

Therefore, it is evident that the Association's demands are contrary to the district comparisons and the position of the parties relative



thereto in past settlements.

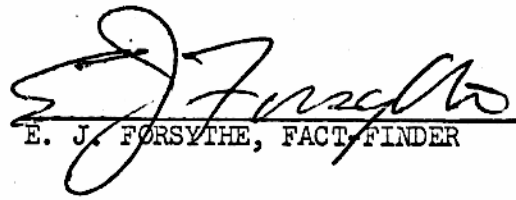
Using the comparisons as a guideline and based upon the parties own bargaining history it does appear that some middle ground must be sought, which is where this district has historically placed itself, and the Fact-Finder recommends the sum of \$225.00 across the board with \$425.00 at the top, plus the appropriate increments. This will place the district and its teachers in its appropriate position, finance wise, and district wise.

Therefore, the following salary scale is recommended for the 1972-1973 year at Erie-Mason:

<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>
\$8,090	\$12,896	\$8,770	\$13,642

Based upon the presentations at the hearing and public documents available to the Fact-Finder, the above recommendation is made. The raises involved will of course be retroactive to the beginning of the school year.

Again, the parties are complimented for having resolved most of the matters except one at the bargaining table.

  
E. J. FORSYTHE, FACT-FINDER

November 22, 1972