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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In re Fact Finding:
MADISON PUBLIC SCHOOLS

and

MADISON EDUCATION ASSOCIATION

FACT FINDER'S REPORT

Appearances:

For the Madison Public Schools:	James T. Maatsch, Attorney Norman Walker, Superintendent
For the Madison Education Association:	Harold Collins, Area Director, Michigan Education Ass'n Mrs. Wyona Echelbarger, M.E.A. Officer

INTRODUCTION

Wages and conditions of teachers in the Madison School District since 1966 have been governed by collective bargaining agreements negotiated by the Madison Education Association (M.E.A.). Although a two-year contract was concluded in 1969, it did not establish a salary schedule for the second year. Despite active negotiations extending from May to October, 1970, the matter of 1970-71 teachers' salaries remains unresolved.

On October 6th, after an unsuccessful effort at mediation, the M.E.A. petitioned the Michigan Employment Relations Commission for fact finding, as provided by state law. The function of fact finding is to determine the matters in disagreement and to recommend an appropriate settlement. To these purposes a hearing was held before the undersigned on November 18, 1970. Both parties provided a wealth of informative data, which form the basis of the conclusions and recommendations expressed in this report.

Maurice Kellman

Madison Public Schools

BACKGROUND

Madison is one of six "Type L" school districts in Lenawee County -- an "L" district being one whose student enrollment is between 1000 and 1499. The Madison school occupies a handsome, well-equipped, comparatively new building. The district's commitment to quality education is evidenced not only by the physical facilities but by the excellent ratio of faculty to students (1:22), by the high proportion of experienced teachers (one-third of the staff have taught for 10 years or more, nearly two-thirds have 5 or more years of teaching experience),* and not least, by the millage rate the taxpayers of the district have been willing to maintain (currently 25 operating mills).

Fifty-four teachers comprise the bargaining unit represented by the M.E.A. Their salary schedule has separate "tracks," one for teachers with a B.A. degree, a second for teachers with a B.A. and at least 15 hours of graduate credit (BA+15), and a third for teachers with an M.A. (or 30 hours of graduate course credits). Each track provides a base salary and ten automatic yearly increments. The tenth step represents the maximum salary.

For the 1969-70 academic year, the salary schedule was as follows:

	BA	BA+15	MA
0	6820	7095	7370
1	7040	7315	7645
2	7260	7535	7920
3	7480	7755	8195
4	7755	8030	8470
5	8030	8305	8745
6	8305	8580	9020
7	8580	8855	9295
8	8855	9130	9570
9	9130	9405	9845
10	9405	9680	10,120

* This fact, rather than an exorbitant salary schedule, explains Madison's relatively high average salary (\$8216 in 1969-70) and high per pupil expenditure (\$634.50 in 1969-70).

In addition to salary, many of the teachers receive special pay for extra duties, as stipulated in the "extra paid assignments schedule" of the agreement. Early in the 1970 negotiations the parties reached agreement on revisions of that schedule. They also negotiated new provisions covering jury duty, maternity leave, full family hospitalization insurance, and pay rates for substitute teachers and driver education instructors. The main issue, however, was a new salary schedule for the regular teaching staff. The M.E.A. began by proposing a 15% across-the-board increase, to which the School Board countered with an offer of 6%. In the course of negotiations through the summer months, the Association put forward three modified proposals and the Board responded with two improved offers.'

By August 25th, the parties were in accord with respect to minimum (Step 0) salaries: BA at \$7300, BA+15 at \$7600 and MA at \$7900. Disagreement persisted as to the amount of the annual increments and the maximum salary levels. When impasse was reached, the Board-offered maximums were: BA \$10,150, BA+15 \$10,450, MA \$10,900, while the Association-demanded maximums were: BA \$10,500, BA+15 \$10,800, MA \$11,100.

Despite the inability of the parties thus far to resolve the salary dispute, the school year has proceeded normally, without strike or interruption. It is evident that both sides have met and bargained productively and in good faith, and where agreement still eludes them, they have to a considerable extent narrowed their differences. The rationality and flexibility that have marked negotiations to this point offer the hope that the parties will seriously consider acceptance of the recommendations which follow.

CONCLUSIONS AND RECOMMENDATIONS

1. Madison's financial resources.

The Madison district is in a fiscally sound position. Its millage rate as well as its state equalized valuation per pupil are high -- whether compared to the other Type L districts in the county or to southern Michigan generally. The Board, to be sure, has called the attention of the fact finder to some negative factors which were unanticipated when the current budget was formulated -- the Supreme Court's decision on "free materials," the possibility of delay in realizing certain tax receipts because of reassessment disputes,

and the higher cost of short-term borrowing. Nevertheless the Board has made it clear that it is not "pleading poverty" in the present dispute. The total difference in salary costs between the last proposals of the two parties is under \$11,000 -- a sum within the current resources of the Board. The issue, then, is not what Madison can afford to pay its teachers but what salaries, within the parameters of the opposite proposals, the teachers should be paid. That question can most usefully be approached, as both parties have recognized in their presentations to the fact finder, by careful comparisons with other school districts.

2. The MA Schedule

The Association's last proposal calls for an MA salary scale starting at \$7900, with ten increments of \$320, reaching a maximum of \$11,100. I find that this proposal is supported by a comparison of masters-degree salaries in other Lenawee County school districts of similar size and in relation to the statewide pattern of salary improvements for teachers with the MA degree.

As previously noted, there are six "Type L" districts in the county. All but Madison have settled their 1970-71 salary schedules. Their MA minimum and maximum salaries, as reported, are:

Addison	\$7600	\$10,840	(12 steps)*
Clinton	7900	12,034	(10 steps)
Morenci	7700	11,000	(11 steps)*
Onsted	7750	11,400	(10 steps)
Sand Creek	7800	11,100	(12 steps)*

Among the six districts, Madison ranked 4th in 1969-70 in MA maximum salary. The Board's last offer of \$10,900 would cause Madison to fall behind four districts, leaving it ahead only of Addison. On the other hand, the \$11,100 maximum requested by the M.E.A. would place Madison (together with Sand Creek) at the median for Lenawee County districts of Type L.

* The Board argued that any steps beyond 10 should be excluded for present comparative purposes. But since the increment structure has not changed since 1969-70 in Madison or, so far as the fact finder was informed, in the comparison districts, the important factor is Madison's relative position at the maximum salary and not the number of increments.

The Association's position also finds support in statewide salary trends. In 1969-70, Madison's top MA salary was \$2800 below the state median. The Board's current offer would increase the disparity by at least another \$100. By way of contrast, the \$7900 MA base which the parties have agreed upon coincides with the 1970-71 statewide pattern of improvements for that professional level, which average out to between \$500 and \$600. Thus internal consistency as well as equity argue in favor of the M.E.A.'s proposed M.A. schedule, and I recommend its acceptance by the Board.

3. BA and BA+15 Schedules

The School Board's last salary offer with respect to BA's is not out of line with current salaries in the other comparable districts in Lenawee County. The offer of a base salary of \$7300 would move Madison from 3rd to 2nd position among the six Type L districts in the county, and the Board-offered maximum BA salary of \$10,150 would also be second highest among the six districts (bettered only by Clinton at both the minimum and maximum). Furthermore, the Board's BA proposal parallels the statewide improvement factor. It would provide increases of \$480 in the base salary and \$745 at the maximum -- increases which correspond closely to the average statewide improvement of \$450 at the base and \$750 at the top.

Information about BA+15 schedules, on the other hand, is considerably sketchier. State reports cited to the fact finder do not include this category. In Lenawee County, the districts of Clinton and Onsted appear to be the only Type L districts besides Madison which have a separate scale for BA+15.

However, in light of the past and existing interrelationships among Madison's three salary tracks, it makes sense to work backward from a proper MA schedule (as above recommended) to appropriate scales for BA and BA+15. Stated another way, it would be seriously distortive to implement the M.E.A.'s salary proposal for holders of the master's degree and at the same time to fix BA and BA+15 salaries at the levels offered by the Board. But it would be no less distortive to adopt the Association's BA and BA+15 proposals in toto. Accordingly, the following recommendation is made:

The ratio between the BA maximum salary and the MA maximum for 1970-71 should be 1:1.075. This approximates the ratio which obtained in 1968-69 and 1969-70, and it is also the ratio built into the Board's last salary offer. Implicit in the M.E.A.'s proposed schedule is a ratio of 1:1.057, which not only deviates from recent practice but would bring the three tracks too close to one another to preserve a significant incentive for pursuing graduate study.

On the basis of a MA maximum of \$11,100, the suggested 1:1.075 ratio yields a maximum BA salary of \$10,325. That sum, coincidentally, "splits the difference" between the M.E.A.'s demand (\$10,500) and the Board's offer (\$10,150), but it is a principled and not an arbitrary result, maintaining as it does a fair balance between the BA and MA scales. The ten steps between the BA base of \$7300 and the recommended maximum of \$10,325 should be uniform increments of \$302.50.

With respect to BA+15 salaries, the fact finder likewise recommends ten equal increments of \$302.50 from the agreed base of \$7600 to a maximum salary of \$10,625. This is consistent with the 1969-70 schedule in placing the BA+15 track closer to the BA than the MA at the last step. (The same policy is reflected in the Board's last offer although not in the Association's, whose proposal would have located BA+15 midway between BA and MA at every step.) Here too the past pattern is to be preferred because it maintains the inducement for teachers to complete their master's degree work.

The new salary schedule should, of course, be retroactive to the start of the 1970-71 academic year.

SUMMARY

In summary, the salary schedule recommended by the fact finder is this:

	BA	BA+15	MA
0	7300	7600	7900
1	7602.50	7902.50	8220
2	7905	8205	8540
3	8207.50	8507.50	8860
4	8510	8810	9180
5	8812.50	9112.50	9500
6	9115	9415	9820
7	9417.50	9717.50	10,140
8	9720	10,020	10,460
9	10,022.50	10,322.50	10,780
10	10,325	10,625	11,100

The school administration, the teachers, and the taxpayers have cooperated in providing an excellent educational program for the children of the Madison district. Although the Board and the Association have been unable to reconcile all their differences through extended negotiations, important agreements have been achieved because both sides have exhibited a sense of responsibility and realism. There is every reason to expect, therefore, that the parties can and will take the last step to a mutually fair and acceptable salary settlement as here recommended.

Maurice Kelman

MAURICE KELMAN, Fact Finder

Dated: December 1, 1970