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MICHIGAN EMPLOYMENT RELATIONS COMMISSION, ADMINISTRATOR
FACT-FINDING OPINION AND REPORT By M. David Keefe, Arbitrator

Michigan State University

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In the Matter of the Contract Dispute between

Monroe Board of Education

-and-

Monroe City Education Association

* Hearings Held on
November 19, 20,
24, 1971, in Con-
ference Quarters
of Monroe Board of
Education
* RE: Salary Schedule

* * * * *

Appearances:

Monroe Board of Education

R. Christiana, Supt.
T. Frenkert, Asst. Supt.
C. Charon, Admin. Asst. Persl.

Monroe Education Ass.

W. Culver, MEA Rep.
C. Neilson, Exec. Dir.
A. Perry, Chairlady
L. Overmyer, Committee
G. Steel, Committee
R. Bacock, Committee
J. Karan, Committee

* * * * *

STATEMENT OF THE CASE

The issue in negotiations was confined to the reopening of economic provisions as specifically designated in the 1970-72 Agreement between the parties. (Joint Ex. #1). After hard-bargaining which witnessed several changes in the positions of either side, the parties came to a tentative agreement, in committee, on a proposed salary schedule based upon 3 percent increase in the Index Base which thereupon escalates percentage-wise as step

Monroe Board of Education

increases apply in the various degree-ranges. Despite good-faith efforts of the Committee, this projected solution was rejected in a MEA Membership meeting on November 1, 1971. As the result, the Committee was mandated to return to the bargaining table with a demand for an increase of 6 percent at the Index Base with appropriate escalation in the step increases and degree-ranges.

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Discussion

Even cursory review of the problem in this case quickly leads to the conclusion that the Teacher's Association is sending its pitcher to the well too often. There is no reasonable basis within the scope of the bargaining which took place to find and recommend that the tentative agreement, which was repudiated by the Membership, should be enlarged upon by simply filling the pitcher again and again until the pitcher breaks or the well runs dry. The fact is that the 6 percent demand, substituted for the 3 percent solution, is totally unrealistic and unobtainable in the context of the framework within which the reopener occurred. However, in this case there are certain aspects which, if viewed from the perspective of the partisan needs of the parties, lend hope that a package might be structured to their individual aims but mutual gratification by integrating the prime needs of each side into a blanket answer to the problem.

The areas of concern to the parties which can provide the basis for accomodation are to be reached by establishing a salary schedule

calculated to suffice through a one year extension of the Labor Agreement. The necessities of this proposal are:

1. The Contract must be extended through 1972-73.
2. The only changes in the renewed Agreement will be as recommended herein.
3. The Salary Scales, as provided herein, abandon the percentage escalation in the Index.
4. The flat Salary Schedule, established for 1971-73, is to be applied as follows:

- a. The parties are to join together in petitioning Pay Board approval for implementation of the face value of the Schedule.
- b. If the full amount is approved, it is to become effective with the commencement of the second semester in the 1971-72 school year.
- c. If less than the full amount is approved, the sanctioned increase is to become effective on November 14, 1971.
- d. If the full amount is approved, it shall hold constant until the expiration of the 1972-73 school year.
- e. If less than the full amount is approved, the balance shall be effected at the earliest date and to the fullest extent for which approval is granted.
- f. The following arguments are to be subscribed to as justifying Pay Board approval:

- 1) A substantial portion of the 1971-72 contract year has passed under which the 1970-71 rates prevailed. Since there is no retroactivity provided for in this Agreement, the contract increase is considerably less than its face percent value when averaged against the year through which it would normally apply.

- 2) These contract rates are flat and extend economic stability to the relationship for an additional full contract year beyond its original termination date. This forward-projection without change reduces the 1972-73 increase to zero percent and thereby averages down the percentage value of the raise factored against the term to which it applies.
- 3) The salary changes, including step-increases within degree ranges, represent the only adjustments in the economic package during the entire term of the extended Agreement and this drastically contains the percentage impact so as to justify complete approval at the outset.

The recommended Salary Schedule under this proposal is attached as Appendix A, hereto.

In view of the analysis of this impasse as set forth hereinabove, it follows that the Board of Education is entitled to an affirmative declaration from the Teachers as to their willingness to enter into a settlement, before the Board can have confidence that any action on its part could be meaningful. Furthermore, it has already been indicated that the findings are that, of itself, the 3 percent result would not be inequitable but that a new approach might offer mutual advantages to the relationship. Obviously, in the end, only one proposal can be ratified by both sides, if there is to be agreement. Therefore, it is necessary, since the rejection of the 3 percent proposal appears adamant, to offer the Monroe City Education Association the opportunity to adopt this proposal before the Board acts. It follows inevitably that the Board of Education cannot escape responsibility to act on

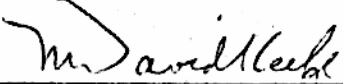
the proposal adopted promptly and in good faith so that this dispute may be resolved. To this end, the Association and the Board of Education are called upon to schedule their respective meetings for consideration of this report with all due speed upon its receipt. The Association, perforce, shall have to inform the Board of its election in order for the Board to have guidance as to whether this solution is susceptible for adoption.

* * * * *

THE RECOMMENDATION:

1. The Association shall hold a meeting to consider ratification of the specific proposal set forth hereinabove for a 1971-73 contract, and
2. The Board shall hold a meeting to consider ratification of the particular proposal, if ratified by the Association, and
3. The parties are instructed not to release the terms of the fact-finder's recommendations to the public prior to submission to their constituents for consideration.

Dated: November 29, 1971
Roseville, Michigan



M. David Keefe, Arbitrator
appointed as Fact-Finder by
Michigan Employment Relations
Commission

APPENDIX A

SALARY SCHEDULE 1970-73

Salary Step	Level BA	Level +15	Level +30	Level MA	Level SPEC.
1.0	8500.00	8700.00	8900.00	9200.00	9500.00
1.5	8750.00	9000.00	9250.00	9488.00	9825.00
2.0	9000.00	9300.00	9600.00	9775.00	10150.00
2.5	9113.00	9413.00	9725.00	9888.00	10763.00
3.0	9225.00	9525.00	9850.00	10000.00	11375.00
3.5	9413.00	9725.00	10038.00	10188.00	11563.00
4.0	9600.00	9925.00	10225.00	10375.00	11750.00
4.5	9838.00	10225.00	10613.00	10763.00	11875.00
5.0	10075.00	10525.00	11000.00	11150.00	12000.00
5.5	10375.00	10838.00	11300.00	11450.00	12300.00
6.0	10675.00	11150.00	11600.00	11750.00	12600.00
6.5	10988.00	11450.00	11913.00	12050.00	12900.00
7.0	11300.00	11750.00	12225.00	12350.00	13200.00
7.5	11638.00	11975.00	12450.00	12588.00	13425.00
8.0	11975.00	12200.00	12675.00	12825.00	13650.00
8.5	12088.00	12438.00	12900.00	13050.00	13888.00
9.0	12200.00	12675.00	13125.00	13275.00	14125.00
9.5	12663.00	13138.00	13588.00	13763.00	14350.00
10.0	13125.00	13600.00	14050.00	14250.00	14575.00
10.5				14525.00	15113.00
11.0				14800.00	15650.00

LONGEVITY CONTINUED UNCHANGED FROM 1970-71 AGREEMENT