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MICHIGAN EMPLOYMENT RELATIONS COMMISSION
FACT FINDING

BATH COMMUNITY SCHOOLS

and

MERC No. L91 F-0033

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 547

FACT FINDING REPORT

APPEARANCES:

Fact Finder:	<u>Thomas L. Gravelle</u>
For Bath Community Schools:	Martha J. Marcero Michael R. Dewey Betty Mellendorf
For IUOE, Local No. 547:	Michael M. St. Henry Mary Moorman Gleneda Heddens
Date of Report:	<u>February 20, 1992</u>

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BATH COMMUNITY SCHOOLS

Bath Community Schools

BACKGROUND

Bath Community Schools (the "Employer") and Local No. 547 of the International Union of Operating Engineers (the "Union") have been unable to agree to all the terms of a new collective bargaining agreement beginning for the 1990-1991 school year.

On Friday, January 24, 1992, I held a fact finding hearing at the MERC office in Lansing, Michigan. At this hearing, the representatives of the parties submitted their proposals for (1) compensation formulas and raises, and (2) extra-trip driving. In this report, I am making recommendations for new contract language involving these two areas. My first recommendation is to amend Bus

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Driver Salary Schedule A. My second recommendation is to amend Article XVI, Section 4 - Extra Trips. My findings follow each recommendation.

RECOMMENDATIONS AND FINDINGS

RECOMMENDATION NUMBER 1:

BUS DRIVER SALARY SCHEDULE A

1990 - 1993

Classification	<u>Per Run</u> (base rate)	<u>1990-91</u> (off schedule)	<u>1991-92</u> (+ 4 1/2%)	<u>1992-93</u> (+ 4%)
1. Kindergarten/ Regular Run	\$14.93	+ 3%	\$15.60	\$16.22
2. Special Ed. (includes \$.25/run premium)	\$10.45	+ 3%	\$10.92	\$11.36
3. Probation- ary rate	\$ 8.94	+ 3%	\$ 9.34	\$ 9.71
4. Non-driving rate*	\$ 5.00	\$5.00	\$ 5.25	\$ 5.25

* Non-driving rate - Article XX, Section 11.

A. Bus drivers who drive a regular and/or kindergarten run shall be paid per run, which includes responsibilities for cleaning buses, warm up, pre-check and gas and oil time.

B. If the Employer were to revert to its former policy of single bus runs instead of the present double (staggered) bus runs, then bus drivers who drive a regular and/or kindergarten run shall be paid an hourly rate (but no less than one and one-half (1-1/2) hours pay per run), which includes responsibilities for cleaning buses, warm-up, pre-check and gas and oil time. To compute the hourly rate in this paragraph B for bus drivers who drive a regular and/or kindergarten run, the base rate would be \$9.95 per hour plus the scheduled percentage raises listed above.

C. The \$5.25 non-driving rate applies prospectively from the date of execution of the contract.

My FINDINGS in support of this recommendation are as follows:
Until 1989 the Employer had about 12 buses and drivers. Each driver would have a single run in the morning and a single run in the afternoon. In 1989, the Employer decided to lay off 6 of the drivers and assign to the remaining drivers two runs in the morning and two runs in the afternoon. It did so by staggering the hours of its schools. By disposing of six busses, the Employer was able to save substantial sums in maintenance and insurance costs.

Under the double runs, each run tends to be about one hour. However, under the existing contractual language the drivers have been guaranteed 1 1/2 hours per run. The Employer has received some criticism from the school board and from other employees about this special guaranty for the drivers.

The Employer's proposal eliminates the 1 and 1/2 hour guaranty per run, but preserves the equivalent payment.

The Employer also proposes:

- (a) for the 1990-1991 school year, a lump sum payment "off schedule" of 3% of wages earned by each driver in the 1989-1990 school year,
- (b) for the 1991-1992 school year, a raise of 3 1/2%:
 - (i) over the 1989-1990 guaranteed payment per run for regular and kindergarten runs and
 - (ii) over the 1989-90 rates for other runs, and
- (c) for the 1992-1993 school year, an additional raise of 4% for all runs.

The Employer asserts that the \$5.00 rate for non-driving (waiting) time for special events should not be raised.

The Union proposes that the existing one and one-half hour guaranty be maintained, and that the employees receive a 6% raise for each of the three contract years. As to the existing 1 1/2 hour guaranty, the Union argues that "if it ain't broke don't fix it." Further, the 1 1/2 hour guaranty would have the effect of allowing more rapid pension vesting for a new driver. The Union also argues that there is a potential for abuse in eliminating the hourly rate and 1 1/2 hour guaranty for regular and kindergarten runs. For example, if the Employer were to increase dramatically the length of individual runs, the drivers would receive no additional compensation. The Union also argues that the \$5.00 per hour rate for non-driving (waiting) time for special events has remained in effect for several years and so an increase is long overdue.

Both parties agree that the "Shared time" category may be eliminated from Schedule A.

I am recommending that the Union adopt the Employer's proposal to drop the 1 1/2 hour guaranty. First, with double runs, the guaranty appears to have created a fiction. Typically, with double runs, the drivers are spending about one hour per run rather than one and one-half hours per run. Second, the compensation of the drivers will not suffer, because the Employer is proposing the guaranteed rate per run become the base rate per run. Third, the double runs create a practical check against abuse. To extend them

unduly would give rise to radically different school days among the Bath schools. Fourth, while it appears that eliminating the one and one-half hour guaranty may retard the pension vesting of unvested drivers, it does not appear that eliminating the guaranty would otherwise affect pensions in any materially adverse way.

I am recommending a new paragraph B to protect the drivers against the Employer reverting to the policy of single runs. It does not appear that the Employer has any intention of doing this; but I have provided that if the Employer were to do so, the hourly rate and 1 1/2 hour guaranty would be restored for kindergarten and regular runs. This guards against the one conceivable abuse of dropping the hourly system for kindergarten and regular runs.

As to pay raises, I am recommending to the parties that they agree to the Employer's proposal for the first and third years of the new contract. However, I am recommending that the raise for the second year -- 1991-1992 -- be 4 1/2% rather than 3 1/2%. My reason for doing so is that this raise is to be computed on the 1989-1990 base rate. Because the 1990-1991 3% raise is "off schedule" the Employer's proposal would result in only a 1/2% raise over the 1990-1991 school year. Even at 4 1/2% the raise would be only 1 1/2% over the drivers' compensation for the 1990-1991 school year. Upon reviewing comparable communities (Employer Exhibit 2), this raise nonetheless would provide relatively satisfactory earnings for the drivers.

I am also recommending that the \$.25 premium for special education runs be folded into the base rate for that category.

Since this premium is per run, I believe it is appropriate to fold it into the base rate.

I am also recommending that the \$5.00 rate for non-driving (idle) time for special events be increased to \$5.25 per hour effective from the date the parties execute their new agreement. This rate has not been changed for several years. I think that an increase of \$.25 per hour is a simple bow to the obvious: \$5.00 today is worth less than \$5.00 several years ago. If this recommendation is accepted, Article XX, Section 11 will also have to be amended to incorporate this change.

RECOMMENDATION NUMBER 2:

ARTICLE XVI, Section 4 - Extra Trips

All drivers will be placed on the extra-trip list and assigned on a rotation basis. An assigned driver may reject one trip per school year for any reason. In addition an assigned driver is free to obtain a substitute driver from among the bargaining unit drivers. Bargaining unit drivers who serve as substitutes under this section will retain their positions on the rotation.

My **FINDINGS** in support of this recommendation are as follows:

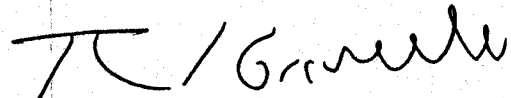
The Union proposes that the current language of Article XVI, Section 4 - Extra Trips be retained and that paragraphs (c) and (d) of Distribution of Extra Trips from the 1985-1987 contract be added to the current language of Article XVI, Section 4. The Union argues that the current language, which makes extra trips volun-

tary, has worked satisfactorily. The Union adds that the omission of paragraphs (c) and (d) from the current language was a mutual oversight.

The Employer argues that there are about 100 extra trips a year and with a bargaining unit of only six drivers there is a concern that the Employer may have to go through the headache and expense of obtaining a properly qualified substitute driver from outside the bargaining unit if bargaining unit drivers cannot be compelled to accept extra-trip assignments.

It appears that in fact the present voluntary system has worked satisfactorily with one or two exceptions. However, this is a small bargaining unit with many extra-trip runs, and the Employer's fear of a future problem is not unreasonable. I think that my recommendation will address the Employer's fear and in practice not work a hardship on the drivers in the bargaining unit, for two reasons: First, the present voluntary system has worked pretty well and my proposal allows for bargaining unit substitutes. Second, the increase of non-driving time to \$5.25 per hour will make extra-trip assignments more desirable.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'T. L. Gravelle', written in a cursive style.

Thomas L. Gravelle
Fact Finder