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MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding
between:

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BRIGHTON AREA SCHOOLS

STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

and

Case No. L84E361-M

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL #547

REPORT AND RECOMMENDATIONS OF FACT FINDER

A p p e a r a n c e s :

For the Board:

Duke Williams
Assistant Superintendent
Personnel and Pupil Services
Brighton Area Schools

Robert Lee
Assistant Superintendent
for Business
Brighton Area Schools

Michigan State University
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For the Union:

James R. Spalding
Business Representative
International Union of
Operating Engineers Local #547

Robert H. Inman
Business Representative
International Union of
Operating Engineers Local #547

Nancy Manaker
Steward, International Union
of Operating Engineers
Local #547

Nancy Idzikowski
Assistant Steward
International Union of
Operating Engineers
Local #547

Pursuant to a request for fact finding by James R. Spalding, International Union of Operating Engineers, Local #547, the business representative of the bargaining unit, the undersigned, Stanley G. Thayer, was duly appointed on November 20, 1984, by the Michigan Employment Relations Commission, as the fact finder and agent to conduct a fact

LAW OFFICES
TYLER, REYNOLDS,
KENNY & THAYER, P.C.
10TH FLOOR
400 RENAISSANCE CENTER
DETROIT, MICHIGAN 48243

(313) 259-8000

Brighton Area Schools

finding hearing pursuant to Section 25 of Act 176 of the Public Acts of 1939, as amended (MCA 423.23; MSA 17.454(27)), and the Commission's regulations, and to issue a report with recommendations with respect to the matters in disagreement. A Collective Bargaining Contract existed between the Board and the Union from July 1, 1982 through June 30, 1984. Since that time, the contract has been extended through verbal agreement of the parties. Mediation held by Freida Mills Obreck on September 25, 1984 failed to bring the parties together.

The International Union of Operating Engineers represents the Hall Monitors, Media Aides, Media Technicians and Special Education Aides employed for twenty (20) hours per week or more by the Brighton Area Schools. There are currently ten members employed and five members laid off. Bargaining sessions were held on April 30th, May 7th, May 21st, June 4th, June 25th, and July 12th, 1984.

The purpose of the fact finder is to review negotiation positions by both sides, determine the facts, and issue recommendations to the parties. The board has offered no contract improvement other than a six per cent increase in hourly wages each year of a two year contract or a three year contract with 5.5 per cent hourly rate improvements. The Board's position as far as the fact finder is able to determine, is that with a diminishing student load, the district has diminishing financial resources for the past four years. It is the Board's position that its

priority for reinstatement or improvement of programs will only be those that only directly benefit the students. The Board has also asked for no financial rollbacks and claims that all employees have agreed to contracts within these parameters. The Board also notes that the number of employees working in this unit has increased from eight to ten for the current school year. Also, the number of hours worked by the unit has increased, thereby giving the members of the unit additional income.

The Union's position requests a change in the provisions of five articles of the present contract and a modification of the wage schedule. The economic package requested by the Union amounts to some \$18,000 per year, of which the school board is willing to diminish by \$6,700 in the form of wages. Therefore, the entire economic package difference amounts to approximately \$11,300 per year. These figures are based upon current employees and it is to be recognized that there may be future liabilities which could be expanded in future years if additional employees were a part of the bargaining unit together with such unknowns as medical insurance premiums for future years. These future increases are properly a concern of the Board.

The fact finder is also aware that the Union's bargaining power is rather diminished by the fact that in the past, the Board has been able to obtain volunteer parent assistance in filling many of these jobs although it appears to be quite evident that this is not a satisfactory or permanent solution for the school system.

By a way of preface, before analyzing the various issues in this dispute, the fact finder believes it is noteworthy that at the hearing, there was little, if any, antagonism between the parties and the differences regarding the facts in this dispute were very minimal. There was no dispute as to the issues to be resolved, however, no compromises were suggested by either side on any of the issues subsequent to the positoin of the Union on June 4, 1984. Job descriptions were supplied for two classifications. It appears that hiring has been on a very personal basis with no test requirements or specified skills required. For the media aides, some secretarial and clerical expertise appears to be necessary but no specified standards have been set.

The fact finder will therefore approach the dispute according to the articles in the present contract as follows: Article VI - Jurisdiction and Sub-Contracting; Article XVI - Sick Leave and Funeral Leave; Article XVII - Holidays and Vacations; Article XIX - Medical Insurance; Article XXV - Termination and Modification of the Contract. The final issue to be discussed will be that of hourly wages.

The fact finder makes the following findings and recommendations in accordance with these six headings, the first five of which involve unanswered demands from the Union.

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10TH FLOOR
1000 RENAISSANCE CENTER
DETROIT, MICHIGAN 48243
(313) 259-8000

1. JURISDICTION AND SUB-CONTRACTING

The present contract provides that all media aides, media technicians, hall monitors and special education aides who are regularly scheduled to work twenty or more hours per week, excluding supervisors and all other employees of the Board shall be employees and therefore members of the bargaining unit. (Article II (b), 1982-84 Contract). The union requests a new Article VIII (a) be included in this contract as follows: "Persons not covered by the terms of this agreement may perform work not covered by this agreement only for the purpose of instructional, training, experimentation, cases of emergency and substitution." The reason the Union is requesting this provision is that volunteer parents have been used in the past to replace members of the bargaining unit although their services have exceeded twenty hours per week. According to the seniority list submitted by the Union, six of the present workforce of ten employees were laid off in 1982 when parent volunteers performed their tasks. According to the stewards present at the hearing, the use of parent volunteers left the media center in disarray, requiring a recovery period when members of the bargaining unit were re-employed on a full time basis. The effect of the provision requested by the Union would be to limit volunteer parents to less than twenty hours thereby possibly limiting the Board's ability to replace paid personnel. On the other hand, the school board seeks

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10TH FLOOR
400 RENAISSANCE CENTER
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(313) 259-8000

to maintain its flexibility in staffing. The immediate result of such a provision appears to have no economic affects upon the school board's present budget and probably will have little affect in the future. Philosophically, the provision requested by the Union would give a feeling of added security to its members.

RECOMMENDATION

The fact finder recommends that the added change to Article VIII be accepted by the Board as a concession that will require very little funding at the present time and a minimal amount in the future. It is therefore an appropriate compromise in its present form.

2. SICK LEAVE AND FUNERAL LEAVE

The present contract under Article XVI, Section 1 provides sick leave to be accumulated in a sick leave bank at the rate of ten days per school year with a 75 day maximum on the accumulation. For an employee working summer months, it is accumulated at the rate of one day for each major part of the month worked during the summer to a maximum of twelve sick days per year. The initial position of the Union was that each employee covered by the agreement should be paid in full for all unused, accumulated sick leave upon separation or retirement. That proposal has been modified to provide under Section 1, as follows, "Sick leave days accumulated in excess of 30 may be returned to the employer

at the end of each school year, and the employee will be reimbursed for any such sick days returned at the rate of one-half of the employee's regular daily rate of pay. Upon separation, all accumulated days will be paid at fifty per cent." The Board's position on this request is that it cannot afford it nor does it desire to pay separation pay based upon unused sick days.

The Union pointed out to the fact finder that cooks and bus drivers in the Brighton Area Schools do receive fifty per cent payment for accumulated sick days and that other school districts such as Northville and Pinckney provide cash pay-offs for accumulated sick days. It is however noted that secretaries in the Brighton Area Schools do not receive pay-off for accumulated sick days and the fact finder also noted that the Union representatives and stewards tend to point out that they should be classified in the general category of employment that involves the secretaries. The Board's position philosophically is that granting of such a concession to the Union in no way increases services to the students and is simply an added employee benefit. The fact finder surmises that there may be some advantage in being paid for accumulated sick leave through less absenteeism, but at the hearing, there was no evidence presented of this being the case. The maximum liability to the school board would be for seven and a half years perfect attendance amounting to approximately \$1,179.00

at current wage rates. The net affect of this provision would be to possibly add an additional five days of pay per school year or six days pay if the employee worked in the summer and no sickness was incurred. It is noted by the fact finder that no request was made by the Union to limit or diminish the number of sick days per employee for new employees and it appears to the fact finder under these circumstances to be a simple way of increasing wages to the bargaining unit.

RECOMMENDATION

It is therefore recommended by the fact finder that the Board's position is well taken in that this request provides an increase in overall economic gain to the employees and adds nothing to the services rendered. It is however recommended that some type of incentive sick leave policy be established in the future which would motivate the retention of good employees who have served well over a sufficient period of time.

3. HOLIDAYS AND VACATIONS

Under the present contract, all employees are paid five additional days beyond their normal work week which additional days may be paid in one lump sum at the end of the year or divided up over an equal amount of days during the school year. An employee may also elect to apply these five days of pay to benefits they are eligible for,

thus diminishing the taxable income if handled in the correct manner. The Union has requested a new clause in sub-paragraph (b) to Section 1, which would provide that all employees covered by this agreement shall receive vacation with pay according to the following schedule:

One year of Service	Five Days
Five Years of Services	Ten Days

The Board's position is that the employees in this work group are paid for the days actually worked. They are only paid for the days students are in school and the Board believes that this provision presents an added economic burden and does not desire to grant paid holidays or vacations in addition to the five days already granted. The fact finder believes that this provision is rather ambiguous although he assumes that one year of service could mean one year for those employees who only work during the school year. The request amounts to five days vacation for employees with one year of service, ten days vacation for employees who work more than five years, even though the employee is taking a full vacation in the summer months. The Union points to other contracts they have negotiated for such people as the cooks, bus drivers, secretaries, custodians who receive five to ten days pay for days not worked. It is noted that none of these provisions are classified as vacation time. It is also noted by the fact finder that eight of the persons working in this bargaining unit are

only working six hours per day or 30 hours per week. This report was presented by the Union indicating seniority as of October 1, 1983.

RECOMMENDATION

It is recommended by the fact finder that this proviso should not be classified as vacation with pay and should be clarified as to the meaning of one year of service and the basis for payment of these days. Under this provision, the Board would be giving a total of ten days for a school year if the employee had one year of service, fifteen for a school year if the employee had five years of service. Since these employees are not working a full calendar year, but only when the students are in school, it appears to this fact finder that the request of the Union is rather excessive and if any concession is granted by the Board, it should be embodied in Section 1 as additional days to be granted for those employees who have perhaps three or five years service. A suggestion from the fact finder would be that one additional day be added to the five already given for each year of service to a maximum of ten days. Such a provision would put some immediate economic burden upon the school board but would have a motivating factor for maintaining the workforce.

4. PAID MEDICAL INSURANCE

The Union's position regarding medical insurance is to create a section (1)(a) which would provide that the

employer agrees to provide, at no cost to the employee, BlueCross/Blue Shield MVF2 (Plan A Health Insurance) for the employee and their dependents for any employee not already covered by another health insurance program. The Board's position is that it cannot afford and does not desire to provide paid insurance benefits or cash subsidies in lieu of insurance. The cost of such a program to the school board would be approximately \$2,950 per year per covered employee. According to the facts presented at the hearing, at the present time, only one employee would be eligible for this program and therefore, the immediate cost would be \$2,950 per year. Although this is a very limited bargaining unit and by its nature involves the second paycheck in a family, in the fact finder's opinion, the question of medical insurance is the most critical question in any labor contract being currently executed. For the employee uncovered by medical insurance in this day and age, a stay in the hospital of say ten days with accompanying medical services presents a paralyzing fear. It far surpasses all other issues of vacation days, sick leave, etc. It is obviously a very great economic burden under current premiums for any employer and the future economic burden even in this bargaining unit could possibly be very substantial.

RECOMMENDATION

It is the recommendation of this fact finder that some method be found to cover the one employee in this

bargaining unit who is not presently covered by paid medical insurance and it be done in such a manner that it minimize the ultimate economic consequences to the school board. Language should be very specific as to an employee not already covered by another health insurance program but certainly any employee who is not covered by medical insurance at the current wage scale of this bargaining unit cannot afford to pay \$2,900 in premium under the Board's policy. The fact finder recommends that the Board take the initiative in this matter and carefully word a proposal for Section XIX that would minimize the potential catastrophe that could occur under its present policy.

5. WAGES AND SALARY

The Board has offered, during mediation, a six per cent increase in hourly wages each year of a two year contract beginning on the date that final agreement is reached. The Union has presented the Board with an elaborate scheme of step increases for media technicians, media aides and hall monitors which would increase hourly wage rates each year for a period of ten years. That request has been modified to cover five step increases over a period of ten years. The current affect of this request is a 7.1 per cent increase to the present bargaining unit. The fact finder notes that the current cost of living increase for the past year is 3.47 per cent. Considering the fact that no media technicians

LAW OFFICES
TYLER, REYNOLDS,
KENNY & THAYER, P.C.
400 RENAISSANCE CENTER
SUITE 1010
DETROIT, MICHIGAN 48243

(313) 259-5313

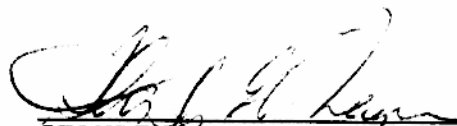
are presently employed in this bargaining unit, the direct affect of this salary schedule running to a maximum of \$8.90 per hour would only apply if such personnel were employed. The Union's request is obviously geared to the present bargaining unit. The wage increase offered by the Board amounts to \$6,700 per year and in view of actual cost of living increases, augments actual wages by 2.53 per cent.

RECOMMENDATION

The fact finder believes that the six per cent increase in hourly wages in accordance with the Board's final offer for each year of a two year contract should be accepted by the Union forthwith. The fact finder would further recommend that the acceptance of the Board's six per cent proposal for the new contract be made retroactive to December 1, 1984, in recognition of the good faith bargaining position the Union has maintained. The fact finder is not sure of the economic impact of such a proposal but it certainly could not be extensive. The fact finder would also recommend to the Union in this particular bargaining unit that some of the maximum step increases suggested could very well deter additional employment of other employees and with additional budgetary pressures on school boards, could eventually result in the loss of positions through lay-offs.

In summary, the fact finder would like to note that at the fact finding hearing he was presented with an abundance of materials from business representatives of the Union and the positions of both parties were very courteously and succinctly supplied. The fact finder could elaborate a great deal from this reference material, but he very frankly finds that all issues except for that of paid medical insurance are relatively simple and involve economic upgrading for the members of the bargaining unit versus the philosophy and austerity posture presented by the School Board. The fact finder believes the philosophical concept of the school board in spending its money for improvements that directly affect the education of the students, is sound and reflects the current mood of the public toward public education. This is not to say that the members of this bargaining unit do not contribute substantially and add a minimum cost to the educational program of the Bright Area Schools. However, both the media aides and the hall monitors are positions requiring a minimum of professional preparation and are economically performing tasks which at one time in our school systems were uneconomically covered by highly trained personnel. To this end, the school board is wise in maintaining and encouraging such a program. But should such a program become excessive in the economic burden in the educational system, it could in the future minimize its viability.

In final summary, the fact finder recommends a new two year contract embodying the recommendations of this report.



STANLEY G. THAYER
MERC FACT FINDER

DATED: January 28, 1985