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STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
FACT FINDING

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STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

IN THE MATTER OF THE ARBITRATION BETWEEN:

**CAMDEN-FRONTIER EDUCATION
SUPPORT PERSONNEL ASSOCIATION,
MEA/NEA,**

Union

-and-

MERC CASE NO. L91 A-0572

CAMDEN-FRONTIER SCHOOLS,

Employer

REPORT OF FACT FINDER

Camden - Frontier Schools

PRESENT FOR THE UNION:

Joel Steinhauser
Union Staff Representative
Clarence Wammes
Vicki Walker
Joyce Lemmon
Eunice Guy
Deb Davis

PRESENT FOR THE EMPLOYER:

Andy Angwin
Consultant for Board
Ned Wyse
School Board Member
Terry Conklin
Superintendent
Don Nye
School Board Member
Michael Crites
School Board Member

PAUL JACOBS, Arbitrator
4000 Town Center, Suite 910
Southfield, MI 48075
(313) 352-2040

12/20/91

The union declared a bargaining impasse as to wages for the second year of the current contract which expires June 30, 1992. The unit, comprised of 29 employees represented by the Union, consists of teacher aides, playground aides, custodians, bus drivers, regular sub bus drivers, secretary/clerks and food service employees (but excluding daily substitutes), the secretary to the superintendent, the head cook, the chief custodian, the bus supervisor, and professional employees. A petition was filed with MERC requesting the appointment of a fact finder.

A fact finder was appointed and a hearing was conducted at the Camden-Frontier High School on November 21, 1991. The Union representative presented the issue, followed by a response by the Employer's labor negotiator.

ISSUES

The contract negotiations involve wages, fringe benefits and one other issue for the second year of the existing two-year agreement. Since the parties have both proposed extending the contract beyond the 1992 expiration, duration is also an issue. At the conclusion of the September 19, 1991 fact finding session, the position of the parties is as follows:

1. Wages

<u>Employer</u>	<u>Union</u>
1991-92 4.5% increase each step	1991-92 5.25% increase each step
1992-93 5% increase each step	1992-93 6.00% increase each step
In addition to the 4.5% increase on each step, the following positions will receive an additional adjustment as follows:	<u>Longevity</u>
Custodians 1991-92 .20; 1992-93 .10	After 10 years 2% of top step of salary schedule
Aides and Cooks	After 15 years 3% of top step of salary schedule
This proposal was explained by the Employer to mean that after the 4.5% increase was calculated, the .20 would be applied. The resultant rate would be the basis for the 5% increase in 1992-93.	After 20 years 4% of top step of salary schedule
The final 1992-93 rate.	These percentages would be converted to cents/hour and added to employees regular rate.

Bus Driver's Extra Runs

1991-92 .25 increase	1991-92 5.25% increase
1992-93 .25 increase	1992-93 6.00 increase

2. Insurance

<u>Employer</u>	<u>Union</u>
The Board agrees to furnish to full-time employees according to their family status the following insurance protection:	The Board agrees to furnish to full-time employees according to their family status the following insurance protection:
A. Health Insurance Coverage (Super Care 1)	A. Health Insurance Coverage (Super Care 1)
B. Dental Insurance Coverage (60/50/50; \$1,000)	B. Delta Dental Insurance Coverage (60/50/50; \$1,000)
C. Vision Insurance Coverage (VSP-1)	C. Vision Insurance Coverage (VSP-1)
D. LTD Insurance Coverage (66-2/3%)	D. LTD Insurance Coverage (66-2/3%)
E. Negotiated Life (\$5,000 AD & D)	E. Negotiated Life (\$5,000 AD & D)
The Board agrees to pay the Deductible: (\$50.00 per person; \$100.00 per family). Reimbursement for the deductible to be paid upon receipt (written proof of payment)	The Board agreed to pay the premium for said coverage and also agrees to reimburse each employee for the annual deductible provided the employee submits verification indicating that deductible expenses have been incurred and paid by the teacher. Reimbursement of deductible will be made within five school working days after presentation of verification to the business office. Confidentiality shall be maintained at all times.

Those working 35 to 40 hours per week will receive the following:

- A. Dental Insurance Coverage (60/50/50; \$1,000)
- B. Vision Insurance Coverage (USP-2)
- C. LTD Insurance Coverage (66-2/3%)
- D. Negotiated Life (\$10,000 AD & D)

The balance of the single subscriber amount remaining after deducting the cost of Plan B may be used for non-taxable options for Plan B participants

3. Job Descriptions

Employer

For each classification, job description will be developed within a reasonable period after ratification of this agreement. Said descriptions shall be developed by the Employer and may be revised from time to time as the needs of the district change. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district.

The descriptions will include at a minimum, but not limited to:

- 1. Job title and description
- 2. Minimum requirements
- 3. Required tasks and responsibilities

4. Duration

Employer

Expiration 1993

Those working 35 to 40 hours per week will receive the following:

- A. Delta Dental Insurance Coverage (60/50/50; \$1,000)
- B. Vision Insurance Coverage (USP-2)
- C. LTD Insurance Coverage (66-2/3%)
- D. Negotiated Life (\$10,000 AD & D)

The balance of the single subscriber amount remaining after deducting the cost of Plan B may be used for non-taxable options for Plan B participants.

Union

A joint Board/Association committee is hereby established to develop job descriptions for each descriptions for each classification. The Committee shall be composed of an equal number of Board and Association Representatives, not to exceed three from each party. The completed descriptions shall be ratified by the parties and incorporated into this agreement. The committee shall have completed its charge by October 31, 1991. Any issues unresolved by that date shall, at the request of either party, be submitted to Arbitration as provided in Article XIII of the Agreement.

The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

- A. Job title and description
- B. Minimum Requirements
- C. A specific statement of required tasks and responsibilities.

Union

Expiration 1993

DISCUSSION

The parties agreed at the commencement of the fact finding that the term of the contract be extended to June 30, 1993. The parties also agreed that the current health care provider, Blue Cross-Blue Shield Michigan, should be the named provider in the contract.

The remaining issues were wages and longevity pay.

Wages

The wage issue was opened with a discussion of the compression of the custodian step schedule from 6 steps to 5 steps (J-1, p. 14).

The Board offered custodians, aides, cooks, and the bookstore aide a 4.5% increase in each step for the 1991-92 contract year, plus 20 cents. The offer for these three categories for the 1992-93 contract year was 5% plus 10 cents. The Union argued that these increases were much larger than those offered the bus drivers and secretaries. The Board explained that the reasoning for the larger increases was an honest effort by the Employer to bring the wages in these three categories within the wage structure negotiated in seven surrounding school districts. The Union presented Exhibit U-8, which confirms the

Board's opinion that, at least as to surrounding districts, the Camden-Frontier custodians were the lowest paid.

The Union requested that the bus drivers, both short and long run, receive 5.25% at each step for 1991-92 and, 6% at each step for 1992-93. The actual additional cost for each of the years is \$611 for 1991-92, and \$1,480 for 1992-93.

The Union then stated that the effect of the Board proposal was to radically distort the wage increases. That the increase offered to the secretaries was unfair because the elimination of one step for the custodians and the effort by the Board to bring their salaries in line with surrounding districts, amounted to an approximate 18% increase. This, the Union stated, was not justified with regard to secretaries.

In addition, the Union pointed to the raises received by the teachers and indicated that these should be used as a guide for the non-professional employees.

The Union presented a large number of comparative wage exhibits from *Vital Statistics*, a publication compiled and published by Hillsdale County Intermediate School District. These exhibits for the categories in contention here show Camden-Frontier Schools to be neither at the high or low end in wages, except as to the custodians.

The Union also presented a "wage cost comparison exhibit," U-7. This exhibit, comparing the Employer and Union proposals through June 30, 1993, indicates a total cost variance of \$4,337. There was no showing of any inability of the Board to meet the \$4,337 difference over two years, if the Union proposal was recommended by the fact finder.

The fact finder recommends acceptance of the Board proposal on wages. The first and most obvious reason is that there is so little discrepancy in the amount offered and the amount requested. The comparative wage exhibits reflect favorably upon the Board as an Employer who does not scrimp on wages. The Board did not plead inability to pay. Rather, it rested its case on comparability. There is no reason to disturb what is a fair and comparable wage in Hillsdale County.

I can understand the difficulty the Union representative may have had with the secretaries whom he represents with regard to their percentage wage increase and the other three non-professional categories previously mentioned. Those percentage wage increases were a one-time only measure in the interest of equity, a fact which the secretaries should all appreciate. As there is no relationship between an equitable yearly wage increase and a one-time improvement effort, there is likewise no reason to compare professional with non-professional salaries.

Longevity

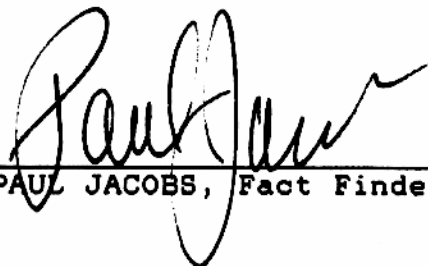
The Union urges the fact finder to recommend that the School Board adopt a policy of longevity for the non-professional staff. The School Board, in its argument against longevity, stated that the professionals were so entitled because when they departed high school, they were then enrolled in an expensive four- or five-year college program with no income, whereas, the non-professionals could begin working and receiving income immediately. This argument may sound logical; however, it does not ring true. Longevity pay is awarded in both the public and private sector to professionals and non-professionals; most likely, more often to non-professionals.

The Union stressed that only a rare few would be entitled to longevity pay in the Camden-Frontier School District. This argument, standing alone, does not persuade either the Employer or the fact finder. The number could dramatically increase in future years and become a significant cost factor in future contracts. I am persuaded by the argument that longevity pay creates a stable and efficient staff. This argument is as applicable to the support staff as to the teaching staff.

Longevity also provides a way of compensating those who have already reached the top of the pay schedule and who would otherwise receive no increase in pay. I cannot agree that longevity should only be awarded on the basis of education.

I recommend the Union's longevity pay proposal, beginning with the third year of the contract.

Dated: December 20, 1991


PAUL JACOBS, Fact Finder