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STATE OF MICHIGAN  
DEPARTMENT OF LABOR

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding Between:

FARWELL AREA SCHOOLS,

MERC FACT FINDING

Public Employer,

Case No. L83 D-290

and

AWARD

TEAMSTERS STATE COUNTY AND  
MUNICIPAL WORKERS, LOCAL 214

Labor Organization.

Robert Browning

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE  
1985 DEC 20 AM 10:07

INTRODUCTION

The Fact Finder with the agreement of the parties, conducted a Pre-Hearing Conference on August 27, 1985, at the Farwell Area High School.

A Hearing was held on December 9, 1985, at the Surrey Township Hall, Farwell, Michigan.

The parties stipulated to "Binding Fact Finding". This "Binding Fact Finding" was approved by the Farwell Area School Board and by the Teamsters bargaining unit.

The parties stipulated to and waived the requirements of R. 423.435 (c) and requested the Fact Finder to issue a binding award.

The Public Employer was represented by C. George Johnson, Labor Relations Counsel, Michigan Association of School Boards. Also participating was Robert L. Meyers, Superintendent, Farwell Area Schools. Two members of the Farwell Area School Board attended the Hearing.

*Farwell Area Schools*

The Labor Organization was represented by Anthony F. Marok, Business Representative, Teamsters State, County, and Municipal Workers, Local 214. Also participating were several members of the union bargaining unit.

Also present was the President of the Farwell Teachers bargaining unit, and an MEA observer.

The Fact Finder, throughout the Hearing day, engaged in mediation and meeting and fact finding with the representatives of the parties.

At the conclusion of the Hearing on December 4, 1984, this Fact Finder, Robert F. Browning, issued the following award, which by their mutual stipulation, became a binding award upon the parties as issued by the Fact Finder.

#### AWARD

All currently employed bargaining unit members will receive a separate retroactive check December 13, 1985, for \$.25 per hour for all regularly scheduled hours paid plus vacation and holiday hours during the period July 1, 1983 - June 30, 1984, and for all regularly scheduled hours paid plus vacation and holiday hours during the period July 1, 1984 - June 30, 1985, and July 1, 1985, to present according to the application of the following wage rates:

	July 1, 1984 to June 30, 1985	July 1, 1985 to June 30, 1986
<u>Cooks &amp; Bakers</u>		
First Year	\$ 5.67	\$ 6.07
Second Year	\$ 6.44	\$ 6.84
<u>Servers &amp; Helpers</u>		
First Year	\$ 5.04	\$ 5.44
Second Year	\$ 5.59	\$ 5.99

Custodians & Maintenance\*

First Year	\$ 5.82	\$ 6.22
Second Year	\$ 6.61	\$ 7.01

Bus Mechanics

First Year	\$ 6.61	\$ 7.01
Second Year	\$ 7.59	\$ 7.99
Third Year	\$ 8.83	\$ 9.23

Bus Drivers

First Year	\$ 7.21	\$ 7.61
Second Year	\$ 7.38	\$ 7.78
Third Year	\$ 7.52	\$ 7.92

\*Custodians and Maintenance to receive three percent (3%) additional shift premium for second and third shift.

Employees called in to work on Act of God Days shall be paid an additional \$.50 per hour on these days with a compensatory day off at a mutually agreed time. (no limit)

Sick days will accumulate to 40 with each day accumulated beyond 40 to be paid at the rate of \$10.00 per day the last pay period of each fiscal year. Upon retirement, each employee will be paid \$10.00 for each day of the 40 maximum accumulated. Employees with more than 40 days accumulated as of June 20, 1986, will receive \$10.00 for each day accumulated over 40 on June 26, 1986. Employees notifying the business office in writing by May 15 of any year may choose to not receive the \$10.00 per day over 40 days and accumulate beyond 40, with \$10.00 per all days accumulated paid at retirement.

If an extra trip requires a bus driver to not have reasonable time to eat, the school will, upon receipt of a restaurant receipt, reimburse the driver up to \$2.50 for breakfast, \$4.00 for lunch, and \$7.00 for supper.

Extra trips (athletics, band, field trips, etc.) will be offered to bus drivers on a rotation basis, with the first rotation being offered on seniority and further trips being offered to drivers with the least extra trip hours first.

Custodial overtime will be recorded on an overtime board and overtime will be offered so as to equalize the amount of overtime worked among those custodians desiring to work overtime.

Immediate family for use of the 3 bereavement leave days shall be defined as wife, husband, child, spouse of child, brother or sister of employee or spouse, parent of employee or spouse, or person residing in the same household as the employee.

Up to 10 of an employee's accumulated sick days may be used per year for an illness in the immediate family.

Mechanics will receive 3 sets of uniforms per year.

#### LETTER OF UNDERSTANDING

(Replaces letter of understanding on pages 29 & 30 and article XXII B(4) and the last two sentences of Article XXVII B of the 1980-83 agreement)

All grievances relating to the amount of time bus drivers report for tasks connected with regular runs which arise during the remainder of the 1985-86 school year shall be reviewable by Mediator Judith Rhode of the Michigan Employment Relations Commission who shall have authority to resolve the dispute by issuing a binding award with decisions as to the proper amount of time to be allowed the grievant to complete any task based upon a reasonable expectation from an employee of ordinary diligence and competence.

Robert Browning shall retain jurisdiction as Fact Finder during the remainder of the 1985-86 contract year to implement the intent and interpretation of this award.

Effective December 16, 1985, bus drivers will be paid for all hours worked in the performance of their duties and responsibilities on regular runs as follows:

1. The hours worked shall be recorded on time cards by the use of a time clock to be punched by bus drivers to accurately reflect the time spent in their duties and responsibilities including special and extra trips. Time clock available at all hours for bus drivers to record time worked.
2. The duties and responsibilities in connection with regular runs shall include driving, 20 minutes lot-time prior to P.M. run, warm-up time, pre-trip safety inspection and underhood fluid level check, cleaning exterior of bus necessary for operation, cleaning interior of bus, washing exterior of bus, fueling, prompt reporting of mechanical and service needs, preparation of maps and route lists, updating and changing of maps and route lists, dealing with discipline problems, evacuation drills, supervisor evaluations and local in-service training. These duties and responsibilities, including already established reporting times, shall be performed in the same manner and according to the same procedures and routines as under the prior LETTER OF UNDERSTANDING in the 1980-83 agreement and shall not be reduced, eliminated, or transferred to other persons or classifications.
3. The hours worked shall be paid at the hourly wage rate specified in the wage schedule. All hours worked in connection with regular runs in excess of forty (40) hours in one week shall be paid at one and one-half ( $1\frac{1}{2}$ ) the regular hourly wage rate specified in the wage schedule. All

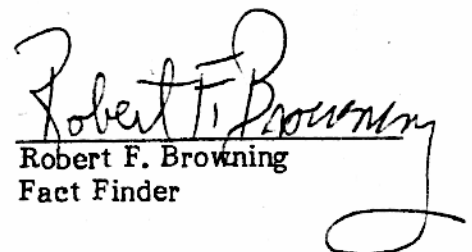
hours worked on a regular run in excess of the duties and responsibilities connected with regular runs due to discipline problems or immobilization of the bus due to break down and/or road or weather hazards requiring assistance shall be paid at one and one-half (1½) the regular hourly wage rate specified in the wage schedule.

4. All time worked on a regular run in excess of average running time due to unusual road conditions caused by inclement weather shall be paid at one and one-half (1½) the regular hourly wage rate specified in the wage schedule.
  5. Bus drivers on regular runs shall be allowed 10 minutes each morning and each afternoon as paid break time at the hourly wage rate specified in the wage schedule to be recorded on the clock.
  6. If a driver's running time is altered by the temporary absence of a student, the driver may perform bus related duties to compensate for the lost time.
- L For special and extra trips, bus drivers will be paid at the hourly wage rate specified in the wage schedule for the number of hours originally projected for the trip as a minimum and additionally will be paid at one and one-half (1½) the hourly wage rate specified in the wage schedule for all hours worked in excess of the minimum projection.

The terms and conditions of the 1980-83 Agreement shall become the terms of the 1983-86 Agreement in all other respects.

Binding Fact Finding Award-  
Issued: December 9, 1985

Typewritten corrections:  
December 19, 1985

  
Robert F. Browning  
Fact Finder