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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE FACT  
FINDING BETWEEN:

KALAMAZOO PUBLIC SCHOOLS  
(Maintenance Unit),

MERC Case No. G88-D-291

Respondent,

and

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS LOCAL 214,

FACT FINDER: Robert F. Browning

Petitioner.

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE  
AUG 16 AM 9 37

*Kalamazoo School District*

APPEARANCES

John G. Manske  
Howard & Howard  
Attorneys for Respondent

Henry Mueller  
Business Representative  
Teamsters Local 214  
For the Petitioner

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

## FACT FINDER'S REPORT AND RECOMMENDATIONS

### I. INTRODUCTION

The parties were unable to reach agreement on a new contract. The last contract agreement between the parties was for the period of July 1, 1987 to June 30, 1988. The parties have continued to work under the old agreement, on a day-to-day basis, pending the achieving of a new agreement. Mediation meetings were held on September 13 and September 25, 1988. The parties were at impasse with a number of bargaining issues unresolved. Teamsters local 214 petitioned for fact finding on November 28, 1988. On January 5, 1989, Robert Browning was appointed Fact Finder.

Contact with the parties established a Pre-Hearing which was held on February 16, 1989, at the Administration Building of the Kalamazoo Public Schools, 2330 Howard Street, Kalamazoo, Michigan. Subsequently, a Hearing was held at the same location in Kalamazoo on April 12, 1989.

The bargaining unit involved is the maintenance and grounds personnel for the Kalamazoo Public Schools numbering thirty-four (34) employees.

At the Hearing, the positions of the parties were presented by Henry Mueller, Business Representative, Teamsters Local 214, for the Union, and by John S. Manske, Attorney in behalf of the Employer. The issues were stipulated and exhibits of both parties were received.

Post-Hearing briefs were to be postmarked by May 26, 1989. The Union brief was received. Upon the request of the Employer, due to extenuating circumstances, the Fact Finder granted an extension until June 30, 1989, for the Employer's brief.

## II. FACT FINDER'S POWERS

The Fact Finder's recommendations are non-binding upon the parties as provided in the statutory powers granted to the Fact Finder in accordance with Section 25(1) of the Michigan Labor Relations and Mediation Act (Act 176 of the Public Acts of 1939, as amended).

## III. ISSUES

At the Hearing, the parties agreed that the following issues remained unresolved:

1. Hourly vs. Annual Pay.
2. Inclusion of Job Descriptions in the Contract.
3. Use of Sick Leave in One-Hour Increments.
4. Increase in Reimbursement for Broken or Damaged Glasses.
5. Severance Pay Increase.
6. Temporary Assignments.
7. Job Classifications -- Several Proposed Changes in Grade Levels.
8. Breaks and Lunch Periods.
9. One Year vs. Two Year Agreement.
10. Wages and Fringes.

#### IV. DISCUSSION OF THE ISSUES AND RECOMMENDATIONS

##### ISSUE 1

##### Hourly vs. Annual Pay

Under the last and past agreements, the parties have negotiated an annual rate of pay (Joint Exhibit 1987-1988). Appendix B sets forth an annual salary schedule for the various grades.

The union requests that in the future contract, an hourly rate system be established. The Union points out that under the employer's present yearly wage system, the employees lose one pay period every eight (8) years and if they terminate during that year, receive less for their accumulated vacation and sick leave.

Evidence during the hearing, offered by both parties, established that this issue is currently in binding arbitration before an arbitrator who will make a determination of how pay should be determined under the past contracts.

The Fact Finder believes the parties are best served by following the decision of the Arbitrator, which will be binding upon both parties insofar as past contracts, and recommends that the Arbitrator's decision be applied by the parties to the future contract.

##### ISSUE 2

##### Inclusion of Job Descriptions in the Contract

The Union proposes that the job descriptions be attached to the contract. The Union argues that this would make it easier to

detect changes by management in the work content without appropriate discussion regarding possible pay change. The Union states it would also allow for a more clear understanding when bidding for a vacancy.

The Employer submits that it has a management right to make a change in job description.

The Fact Finder recommends that, as in the past, the job descriptions not be contained in the contract, but that the Employer furnish the job descriptions to the Union, and that the Employer commit itself in writing to the Union that it will notify the Union prior to any change in job descriptions, and will afford the Union an opportunity to grieve the reasonableness of the proposed change in job descriptions.

### ISSUE 3

#### Use of Sick Leave in One-Hour Increments

The Union proposes that sick leave may be taken in one (1) hour increments. The Union believes this will reduce loss time due to doctor and dental appointments and that there is not additional cost.

Presently, as brought out in the evidence at the Hearing, the Employer has allowed sick leave in increments of one-half (1/2) days per occurrence, which later could be made up. This was the employer's practice, though there is no contract language regarding said policy.

The Fact Finder recommends that the Employer recognize sick leave in one (1) hour increments for the purpose of doctor and

dental appointments which can be substantiated by a doctor's statement. The Fact Finder recommends that the Employer consider make up time for less than one-half day (e.g., lesser one (1) hour increments). As with the present policy of sick leave in one-half (1/2) day increments, and to allay the Employer's concern of the inclusion of contract language regarding one-hour increments, that might invite abuse, let it be done by policy and let it be applied to one-hour increments for doctor and dental appointments.

#### ISSUE 4

##### Increase in Reimbursement for Broken or Damaged Glasses

Presently, under Article VIII - Working Conditions, Section L, of the 1977-78 Agreement,

In the event that an employee's glasses are damaged on the job, the Board will pay 50% of the cost to repair or replace the damaged glasses, provided however, that such payments shall not exceed \$50 per contract year for any one employer.

The Union has proposed increasing the current reimbursement from \$50.00 per year to \$75.00 per year. Testimony at the Hearing produced that there were few instances of damaged glasses. The Fact Finder recommends that such payment amount be increased to \$75.00 in the new agreement, when accomplished by the parties.

#### ISSUE 5

##### Severance Pay Increase

In the last contract, Article XIV, Section A3 provides for the payment of 40% of unused sick leave at the employee's current rate

of pay for an employee who retires after twenty (20) years of service to the School District.

The Union proposes that the 40% be increased to 50%. The Union has not applied a cost figure, but states there would be no increase cost for 1988-89. The Union agrees this would be an added incentive for the employee and a further reward for long years of service to the employer.

The Employer stated at the Hearing that most other contracts with the Employers other ten (10) bargaining units do not provide for the payment of unused sick leave upon retirement. Presently, at forty percent (40%), this is the most generous provision within any of the contracts the Kalamazoo Public Schools has with its different employee groups.

The Fact Finder recommends that there be no change and that the 40% provision be continued in the new Agreement, believing that this is a generous provision as contrasted with the other Kalamazoo Public Schools contracts.

#### ISSUE 6

##### Temporary Assignments

Article V, Section B1, of the 1987-1988 Agreement provides that:

1. Administration, in an emergency situation, may make a temporary assignment for a period not to exceed 120 work days, if this is agreeable to the employee and providing there is not a reduction in his/her pay.

The Union is asking that the temporary assignment language be changed to require payment at the appropriate rate after an

employee works out of classification over one (1) day in any thirty (30) day period.

Presently, the current contract provides that an employee temporarily assigned should not receive the higher rate of pay until said employee has been in said temporary assignment for a period of 120 days.

The Employer states that the present Agreement gives the Employer the right to subcontract bargaining unit work. The Contract does not require that an employee should be temporarily assigned to perform bargaining unit work. The Employer asserts that the Employer has the authority to lay off employees in classifications that are not needed and subcontract other bargaining work that is needed.

During the Hearing, the Employer offered the following example: During the summer of 1988, the Groundworkers, Grades I, II and III, had little grass to cut due to the drought. The School District had need of individuals to paint. The Groundworkers (three in number) did the painting on a temporary basis at the Groundworkers' lower rate of pay versus the higher painter's rate.

It does not appear to the Fact Finder that the Groundworkers would have benefitted from the layoff. They continued to receive their pay and fringe benefits. Further, under the contract language, the temporary assignment had to be agreeable to the employee.



In view of the example and contract language recited hereinabove, the Fact Finder recommends that the present 120 day temporary assignment language remain.

#### ISSUE 7

##### Job Classifications -- Several Proposed Changes in Grade Levels

The Union proposes the following changes:

- A. Certified Journeyman Carpenter is presently paid at Grade XIII. The Union requests that this pay rate be moved to Grade XIV with the other Certified Journeyman positions with six (6) years of KPS experience. The Union projects the total cost at \$.23 per hour . . . total cost \$478.40.
- B. Small Engine Repair Worker is presently paid at Grade IX. The Union requests it be moved to Grade X. This position is filled by an employee who is a factory-certified small engine mechanic having certifications from Kohler, Briggs, Stratton and Tecumsha. Total cost is \$.23 per hour . . . total cost \$281.00 per year.
- C. The State Certified Mechanic is presently paid at Grade XII. The Union proposes this be moved to Grade XIII, which the Union projects will cost \$.10 per hour, or \$217.00 per year, times six, for a total cost of \$1,302.00.

At the Hearing, the Employer had proposed a study. The Employer has since indicated the Employer can agree to the proposed changes in classifications, and the Fact Finder recommends the adoption of the Union proposal.

## ISSUE 8

### Breaks and Lunch Periods

The Employer proposes a change in the present contract language to require that breaks and lunch periods be taken at the worker's job site.

Under the present contract language, the employees in this unit take their breaks generally at public restaurants or coffee shops. The contract language break and lunch schedule has been in the contract since 1974.

The Union employees state that they are not always welcome in the School Employees' lounges. They have twenty-five different work sites, and every employee is in touch via a two-way radio. The Employer is concerned that the break time may be abused.

The present language has worked. At the Hearing, there was no evidence of discipline for abuse of the present contract language by the employees.

The Fact Finder is persuaded by the record and recommends that the present contract language concerning breaks and lunch periods remain unchanged.

## ISSUE 9

### One Year vs. Two Year Agreement

The Union has proposed a one-year agreement. Earlier, the Employer was attempting to negotiate a two-year agreement. However, at the Hearing, the Employer stated a one-year agreement for the period July 1, 1988 to June 30, 1989 would be agreeable. The Fact Finder recommends a one-year Agreement, since all of the

relevant testimony to length of agreement and proposed increases received at the Hearing were based on a one-year agreement.

#### ISSUE 10

##### Wages and Fringes

The Union seeks a 4% wage increase plus the added cost of fringe benefits at 2.5% and the proposed step increases.

The Employer has proposed a 5% total compensation increase, which would include the cost for steps, fringe benefits, and wages. The total cost of the Employer proposal would be \$44,190.00 for wages and benefits. The Union states its proposal at 6 1/2% for wages and fringes would be \$55,750.00, or \$11,560.00 above the Employer's proposal for wages and benefits.

The Union chose as comparables larger schools in the southwest section of Michigan and middle city school districts located throughout the state of Michigan.

The Employer argues that it does not hire its maintenance employees by advertising or public posting throughout the State of Michigan. The maintenance employees for the Kalamazoo School District are hired from a wage pool within the County of Kalamazoo. The record establishes that the Kalamazoo School District pays its maintenance employees more than any other School District within Kalamazoo County.

The Employer at the Hearing stated that the Kalamazoo School District has eleven bargaining units, and have settled with nine units, which with the exception of the teachers, did not receive over 5% total compensation which included wages and fringes.

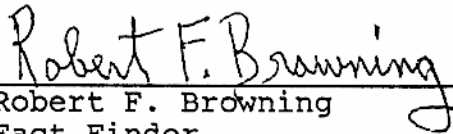
The Employer's offer permits the Union to decide what percentage it will apply to wages and to fringes. The increase in the health insurance for 1988-89 is 2.5% if the Union plans to continue the same plan. That, in the Employer's offer, would leave 2.5% for wages. If the Union chooses lesser fringe benefits, the savings would be applied to wages.

The Employer points out that every other bargaining group in the Kalamazoo Public Schools has had increased insurance costs subtracted from their total compensation increase.

The Fact Finder believes the most pertinent comparables are the settlements by bargaining units with the Kalamazoo School District, eight in all, which did not exceed 5% combined wages and fringes. The Fact Finder is convinced that the maintenance employees have been and continue to be hired within Kalamazoo County, and that the District's rates in Kalamazoo County for maintenance employees are more than other school districts in Kalamazoo County.

The Fact Finder recommends the five percent (5%) combined increase for wages and fringes, plus the additional cost of the step increases in classifications recommended by the Fact Finder on Issue 7. The Fact Finder recommends that the increases be made retroactive.

Issued at Lansing, Michigan  
August 11, 1989

  
Robert F. Browning  
Fact Finder  
Atrium Building, Suite B  
215 S. Washington Square  
Lansing, MI 48933