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## MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the matter of:

LAKE SHORE PUBLIC SCHOOLS

Case No. D72-1-2356

-and-

COUNCIL #23, AFSCME, AFL-CIO

George T. RowmellMichigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARYFACT FINDER'S REPORT AND RECOMMENDATION

## Appearances:

For the Lake Shore Public  
Schools

Ronald R. Tonks, Director

## Appearances:

Council #23, AFSCME, AFL-CIO

William Van Eck, Field

Coordinator

The parties' last collective bargaining agreement covering the period from July 1, 1971, to June 30, 1972, has expired. Although the parties have engaged in collective bargaining and mediation, they failed to reach agreement.

The issues separating the parties and their respective positions are set forth below:

	<u>Union</u>	<u>Board</u>
#1. Full Time, Part Time and Seasonal Employees	Wants to hold to expired contract	Wants to change preamble and (d) (substitute employees) so that the contract provision will conform to what the Board has been doing the past two years.
#2. Overtime - Bus Drivers	Wants to leave regular run and take overtime run whenever a sub- stitute would be employed.	Wants to consider best interests of students regularly transported when assigning overtime runs.

Lake Shore Public Schools

	<u>Union</u>	<u>Board</u>
#3. Wages	Wants 7% across the board, plus 20¢ per hour differential for custodian assigned to the pool.	Wants wage schedule which is comparable with other districts in the city (Board proposal would accomplish this intent).
#4. Blue Cross	Wants prescription rider.	Wants last year's provisions (however, this would depend on the wage settlement).
#5. Proposals 4-5-7-8- and 22.	Wants to trade proposals on longevity, vacation, sick leave, and central sick leave bank for proposal on retaining fringe benefits while on leave of absence.	Rejects Union proposal. The Board wants to retain the concept of earning fringe benefits. Moreover, the Board is far ahead of other districts in these areas.
#6. Contract in booklet form.	Discuss at end of negotiations.	Discuss at end of negotiations.
#7. Retroactivity.	Wants retroactivity to July 1, 1972.	Will discuss at the conclusion of negotiations.

#### Issue #1 - Full Time, Part Time and Seasonal Employees.

As to the issue of full time, part time and seasonal employees, the 1971-72 contract in Article IV entitled, "General Provisions Affecting Employment", Section 4 provides as follows:

The parties mutually recognize that the unique nature of the operation of a public school district necessitates that certain positions be for less than a full twelve month period each year and, further, that during the summer months when school is not in session a limited part of the total work force may consist of seasonal employees for outside employees, and finally, in some full time positions under extreme circumstances it could become necessary to employ a substitute on a day to day basis. To distinguish these various positions the following definitions are agreed upon:

- (A) Full Time Employees. Any employee whose position has an annual work period of ten months or more on a regular work week and works four hours or more per day is a full time employee and entitled to all fringe benefits set forth in this agreement except sick leave and vacation benefits which shall be prorated to the amount of time worked per day and the amount of time a 10 month employee works in relation to a 12 month employee.
- (B) Part Time Employees. Any employee whose position has an annual work week or ten months or more on a regular work week and works less than four hours per day is a part time employee and is entitled to all fringe benefits except a paid lunch period and sick leave and vacation benefits. It is the intent of the BOARD to employ full time employees whenever it is possible to do so and it is in the best interests of the school district
- (C) Seasonal Employees. All persons employed on an hourly basis for seasonal work shall be considered as seasonal employees and not entitled to receive any of the benefits under this agreement. They shall be compensated on an hourly basis which shall be determined by the BOARD.
- (D) Substitute Employees. Any person employed on a daily basis to perform the work of an absent employee shall be considered a substitute employee and not entitled to any benefits under this agreement. They shall be paid in accordance with the rates for such employment established by the BOARD. However, any person in this capacity for a period in excess of thirty consecutive working days shall be deemed a full time employee, and his probationary period in that classification shall begin at that point. His seniority, however, shall begin as of the first date of his continuous unbroken employment as a substitute and as to that point shall constitute exception to the general provision in (E) (1) below.
- (E) General Provisions.
  - (1) Seasonal and substitute employees shall not achieve seniority status for the time working in such capacity.
  - (2) The UNION shall be considered the collective bargaining representative of all full time employees as hereinbefore provided but not of seasonal and substitute employees. Provided the BOARD shall not discriminate against or prejudice the rights of full time employees in respect to its arrangement with seasonal or substitute employees.

The Lake Shore Public Schools (hereinafter referred to as the "Board") has proposed some modifications to Section 4. These modifications are set forth as follows:

The parties mutually recognize that the unique nature of the operation of a public school district necessitates that certain positions be for less than a full twelve month period each year and, further, at times a limited part of the total work force may consist of seasonal employees, and, finally, in some instances it may be necessary to employ a substitute on a day-to-day basis. To distinguish these various positions the following definitions are agreed upon:

- (A) Full Time Employees - Same as expired contract.
- (B) Part-Time Employees - Same as expired contract.
- (C) Seasonal Employees - Same as expired contract.
- (D) Substitute Employees. Any person employed on a daily basis to perform the work of an absent employee, or to fill a vacant position pending posting, or to supplement the work force shall be considered a substitute employee and not entitled to any benefits under this agreement. They shall be paid in accordance with the rates for such employment established by the BOARD.
- (E) General Provisions.
  - (1) Seasonal and substitute employees shall not achieve seniority status for the time working in such capacity.
  - (2) The UNION shall be considered the collective bargaining representative of all full time employees as hereinbefore provided but not of seasonal and substitute employees. Provided the BOARD shall not discriminate against, or prejudice, the rights of full time employees in respect to its arrangement with seasonal or substitute employees. It is understood that the BOARD will not hire seasonal or substitute employees for the purpose of shrinking the bargaining unit.

In support of its position, the Board set forth a written statement which, in full, is as follows:

This issue revolves around the Board's right to employ substitute employees. The preamble to Article IV, Section 4 of the expired contract provides in part: "in some full time positions under extreme circumstances it could become necessary to employ a substitute on a day-to-day basis." Moreover, under part (D) of the same provision the contract provides in part: "Any person employed on a daily basis to perform the work of an absent employee shall be considered a substitute employee . . . ."

Thus, by the wording of the expired contract the Board could, technically, employ a substitute only when a full time employee was absent. For some time the Board has been employing substitutes for the purpose of filling in for absent employees, filling a vacant position pending posting, and to supplement the work force. The Board's proposal in negotiations was simply to make the contract language consistent with what it was actually doing for some time and without any grievances.

The Union rejected the Board's proposed changes even though the Board added language guaranteeing the Union that it would not employ substitutes for the purpose of shrinking the unit. The Union's position is that it wants to retain the language in the expired contract (preamble to Section 4 and provision (D)).

Now that the Board has called attention to its past practice it cannot afford to drop its proposal without running the risk of a grievance. A successful grievance in this area would force the Board to cease and desist from employing substitutes except for the absence of an employee and this would seriously impair the Board's efficiency of operations.

The Union has not presented any evidence to the Board that the Board's past practice was used to shrink the unit or that the Board would have hired a full time employee "but for" the use of substitute employees.

Council #23, AFSCME, AFL-CIO (hereinafter referred to as the "Union") responded that the Union is concerned about erosion of its bargaining unit and it believes the current language handles the matter.

The Fact Finder agrees with the Board to the extent that once the matter has been brought to the parties' attention at the bargaining table and although the Union may agree that the past practice may prevail, the better practice would be to attempt to incorporate the practice into the contract in order to avoid potential grievances or litigation problems.

Cf. Torrington Co. v. Metal Products Workers Union, Local 1645, UAW, 362 F.2d.677 (2nd Cir 1966). For this reason, the Fact Finder is prepared to recommend some changes in Section 4, but

not to the extent suggested by the Board. The Fact Finder recommends that Section 4 remain as it is, except that sub-section (C) should be changed to read as follows:

Seasonal employees - all persons employed on an hourly basis for seasonal work, including summer catch-up work and for special non-recurring projects at any time during the year shall be considered as seasonal employees and not entitled to receive any of the benefits under this agreement. They shall be compensated on an hourly basis which shall be determined by the Board.

The Fact Finder also recommends that Section 4(D) be amended to read as follows:

Substitute employees - Any person employed on a daily basis to perform the work of an absent employee or to fill a vacant position pending posting shall be considered a substitute employee and not entitled to any benefits under this agreement. They shall be paid in accordance with the rates for such employment established by the Board. However, any person in this capacity for a period in excess of sixty consecutive working days shall be deemed a full time employee, and his probationary period in that classification shall begin at that point. His seniority, however, shall begin as of the first date of his continuous unbroken employment as a substitute and as to that point shall constitute exception to the general provision in (E)(1) below.

In addition to the above recommendations, the Fact Finder also recommends that Section 4(E)(2) be amended by adding the following language to the said paragraph (2):

It is understood that the Board will not hire seasonal or substitute employees for the purpose of shrinking the bargaining unit.

The Fact Finder believes that the above changes will reflect the parties' past practice and still protect against unit erosion.

Issue #2 - Overtime - Bus Drivers.

Article VII entitled, "Employee's Compensation, Fringe Benefits and Related Matters," in Section 6(C) of the 1971-72 contract provides as follows:

- (C) Bus Drivers shall have priority, whenever possible, on the basis of seniority for regular routes and runs involving extra curricular activities. The field trip driver or his substitute shall have first choice after the regular drivers on all extra curricular activities. However, where such priority would result in unnecessary overtime hours or mileage on vehicles, it shall not be granted. In any case, transporting students to and from school on regularly scheduled routes shall have first priority.

The Union has suggested that the bus drivers be given the opportunity for more overtime, and thus, have proposed the following language to be placed in the contract in place of Section 6(C):

Bus drivers shall have priority, whenever possible, on the basis of seniority for regular routes and runs involving extra curricular activities. It is understood that the regular drivers will also be given first priority on all extended trips and weekend trips. In any case transporting students to and from school on regularly scheduled route shall have first priority.

The basic objection to this proposal was voiced by the

Board in the following two paragraphs taken from the Board's written statement to the Fact Finder which is as follows:

The Union has proposed that regular bus drivers be permitted to leave their regular runs when extended trips are scheduled which will result in overtime. The regular drivers would take the extended trips and a substitute would take their run (the regular one).

The Board rejected this proposal for the reason that the bulk of its transportation program consists of bussing special education students, and that it cannot sacrifice the safety of these students so that some employees may receive overtime.

There is merit to the Board's position in that the transportation involved basically is of special education children who have special needs and there is concern that they be supervised by persons who know their problems even when they are being transported. On the other hand, employees do have the right to overtime. When one views competing interests and notes that the Union has not established just how much overtime the employees have actually lost, if any, under the present terms in the just-expired contract, the Fact Finder believes he is obliged to recommend no change in the previous contract language as to this point and does so.

Issues #3, #4 and #5. The Economic Issues.

Issue #3 deals with wages. Issue #4 deals with a prescription rider to the Blue Cross-Blue Shield hospitalization the parties now have and Issue #5 relates to retained fringe benefits while on leave of absence.

In analyzing economic issues, one is persuaded by two basic criteria; namely, a comparison criteria with other employees in other nearby school districts and the district's



own ability to pay. A third possible criteria is the bargaining history of the parties, both the past and the current bargaining history.

As already noted, the Union has proposed a 7% across-the-board raise for all members of the unit, plus a 20¢ per hour differential for the custodian assigned to the swimming pool.

The Board's last offer represents an overall wage increase of approximately 2.5% although it is specified in terms of cents-per-hour. Further, the Board proposal does not call for every classification to receive an equal increase. The increases vary according to classification. The offer is as follows:

<u>CLASSIFICATION</u>	<u>NUMBER IN EACH CLASSIFICATION</u>	<u>BEGINNING RATE</u>		<u>MAXIMUM RATE (AFTER 60 DAYS)</u>	
		<u>1971-72</u>	<u>BOARD OFFER 1972-73</u>	<u>1971-72</u>	<u>BOARD OFFER 1972-73</u>
Custodian	39	\$3.65	\$3.65	\$3.99	\$4.11
Custodian assigned to swimming pool	1	Same as custodian	3.75	Same as custodian	4.21
Elementary head custodian (under 20 rooms)	3	3.87	3.87	4.22	4.31
Elementary head custodian (over 20 rooms)	6	3.93	3.93	4.28	4.38
Custodial leader (2nd & 3rd shift)	4	3.93	3.93	4.28	4.37
Head custodian (Kennedy & Rodgers-L'Anse complex)	2	4.15	4.15	4.50	4.62

Head custodian-high school	1	4.38	4.38	4.73	4.80
Matron-Laundress	1	3.65	3.65	3.99	4.06
Maintenance Man	6	4.15	4.15	4.50	4.62
Assistant Maintenance Leader	1	4.15	4.35	4.50	4.81
Maintenance Leader	1	4.38	4.38	4.69	4.87
Warehouseman	1	4.26	4.26	4.61	4.72
Bus Driver	6	3.65	3.65	3.99	4.07
Bus Aide	1	2.77	2.77	2.88	2.92
Transportation Leader	1	4.15	4.15	4.50	4.57
Head Cook	3	3.35	3.35	3.47	3.52
Kitchen Helper	3	2.77	2.77	2.88	2.92

In support of its position demanding a 7% increase in all classifications, the Union points out that the following districts receive the following percentage rates wage increases for the 1972-73 school year:

South Lake	7.0%
Lakeview	Not settled
L'anse Creuse	5.5% plus fringes
Clintondale	6.3%
Fraser	5.5% plus fringes
Chippewa Valley	6.2%
Mt. Clemens	6.0%
Roseville	6.2%
Utica	6.0%
Warren Woods	5.5%
Warren Consolidated	5.5%
Fitzgerald	5.5%

The above recitation by the Union does not support the

Union's position favoring a 7% increase. Only one other nearby district, South Lake, and possibly two other districts, L'Anse Creuse and Fraser, received percentage increases out of 12 school districts.

Furthermore, recent bargaining history does not support a 7% demand. Appendix A and B, attached hereto, establish the percentage increases over the past years in the various classifications. It is noted that although there were heavy increases percentage-wise (increases during the first few years of collective bargaining), these percentage increases had leveled off by 1971-72. For example, in 1971-72, at the minimum level, the rate of increase varied from 8.20% to 5.04% whereas the maximum variant was 7.87% to 4.65% with most of the increases hovering around 5.55%. This indicates that 7% is not a viable figure in this situation.

Based on the wage rates paid in the various school districts surrounding Lake Shore, the 1971-72 wage rates compared as follows:

Custodians

<u>RANK</u>	<u>BEGINNING RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. East Detroit	\$3.90	1. Clintondale	\$4.13	3 Months
2. Clintondale	3.88	2. East Detroit	4.10	1 Year
3. Fraser	3.83	3. Lakeview	4.09	5 Years
4. Roseville	3.66	4. Mt. Clemens	4.04	3 Years
5. LAKE SHORE	3.65	5. Roseville	4.00	4 Years
5. Warren Woods	3.65	5. L'Anse Creuse	4.00	5 Years
7. Lakeview	3.64	7. LAKE SHORE	3.99	2 Months
8. L'Anse Creuse	3.53	7. Warren Woods	3.99	3 Years
9. South Lake	3.50	9. Fraser	3.83	One Rate
10. Chippewa Valley	3.38	10. South Lake	3.80	3 Months
11. Mt. Clemens	3.19	11. Chippewa Valley	3.78	4 Years

ELEMENTARY HEAD CUSTODIANHIGH SCHOOL HEAD CUSTODIAN

<u>RANK</u>	<u>MAXIMUM RATE</u>
1. East Detroit	\$4.46
2. Lakeview	4.33
3. LAKE SHORE	4.28
4. Warren Woods	4.26
5. Chippewa Valley	4.21
6. South Lake	4.15
6. L'Anse Creuse	4.15
8. Fraser	4.08

<u>RANK</u>	<u>MAXIMUM RATE</u>
1. East Detroit	\$4.80
2. LAKE SHORE	4.73
3. Lakeview	4.64
4. Fraser	4.57
5. Roseville	4.40
6. Warren Woods	4.39
7. L'Anse Creuse	4.25
8. Chippewa Valley	4.21
9. South Lake	4.15

MAINTENANCE MAN

<u>RANK</u>	<u>MINIMUM RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. East Detroit	\$4.60	1. Roseville	\$4.88	4 Years
2. Roseville	4.53	2. East Detroit	4.80	1 Year
3. Clintondale	4.28	3. Clintondale	4.68	3 Months
4. LAKE SHORE	4.15	4. Mt. Clemens	4.52	3 Years
4. Warren Woods	4.15	5. Chippewa Valley	4.51	5 Years
6. Fraser	4.02	6. LAKE SHORE	4.50	2 Months
7. South Lake	4.00	7. Warren Woods	4.49	3 Years
8. Chippewa Valley	3.98	7. Lakeview	4.49	5 Years
9. Lakeview	3.94	9. L'Anse Creuse	4.40	5 Years
10. L'Anse Creuse	3.93	10. Fraser	4.22	3 Years
11. Mt. Clemens	3.56	11. South Lake	4.00	One Rate

BUS DRIVERS

<u>RANK</u>	<u>MINIMUM RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. LAKE SHORE	\$3.65	1. L'Anse Creuse	\$4.06	5 Years
2. Roseville	3.57	2. LAKE SHORE	3.99	2 Months
3. Warren Woods	3.55	3. Roseville	3.79	4 Years
4. L'Anse Creuse	3.29	4. Clintondale	3.78	3 Months
5. Clintondale	3.28	5. Warren Woods	3.67	3 Years
6. Chippewa Valley	3.05	6. Chippewa Valley	3.45	4 Years

COOKS

<u>RANK</u>	<u>MINIMUM RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. LAKE SHORE	\$3.35	1. LAKE SHORE	\$3.47	2 Months
2. Warren Woods	3.01	2. Warren Woods	3.31	3 Years
3. Mt. Clemens	2.98	3. Roseville	3.24	5 Years
4. South Lake	2.95	4. Mt. Clemens	3.21	3 Years
5. L'Anse Creuse	2.88	5. South Lake	3.10	3 Months
6. Roseville	2.76	6. Lakeview	3.05	4 Years
7. Lakeview	2.50	7. L'Anse Creuse	2.88	One Rate
8. Clintondale	2.35	8. Clintondale	2.73	4 Years
9. East Detroit	2.30	9. East Detroit	2.30	One Rate

KITCHEN HELPERS

<u>RANK</u>	<u>MINIMUM RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. LAKE SHORE	\$2.77	1. LAKE SHORE	\$2.88	2 Months
2. L'Anse Creuse	2.68	2. Warren Woods	2.82	3 Years
3. South Lake	2.65	3. South Lake	2.80	3 Months
4. Roseville	2.59	4. Roseville	2.73	3 Years
5. Warren Woods	2.57	5. L'Anse Creuse	2.68	One Rate
6. Mt. Clemens	2.37	6. Lakeview	2.60	4 Years
7. Clintondale	2.01	6. Mt. Clemens	2.60	3 Years
8. Lakeview	2.00	8. Clintondale	2.46	4 Years

Based on the Board's last offer, compare the same wage rankings for the 1972-73 year which are as follows:

Custodians

1. East Detroit	\$4.06	1. Mt. Clemens	\$4.28
2. Fraser	4.00	2. East Detroit	4.26
3. Roseville	3.84	3. Roseville	4.24
4. Warren Woods	3.83	4. Clintondale	4.22
5. Clintondale	3.78	5. L'Anse Creuse	4.22
6. South Lake	3.74	6. Warren Woods	4.19
7. L'Anse Creuse	3.72	7. Lake Shore	4.11
8. Chippewa Valley	3.54	8. South Lake	4.04
9. Mt. Clemens	3.38	9. Fraser	4.00
10. Lake Shore	3.65	10. Chippewa Valley	3.98

ELEMENTARY HEAD CUSTODIAN

<u>RANK</u>	<u>BEGINNING RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. East Detroit	\$4.44	1. East Detroit	\$4.64	After 1 Year
2. South Lake	4.39	2. Warren Woods	4.46	After 2 Years
3. Chippewa Valley	4.27	3. South Lake	4.39	One Rate
4. Fraser	4.26	4. LAKE SHORE	4.37 3/8	After 60 Days
5. Warren Woods	4.10	4. L'Anse Creuse	4.37	After 4 Years
6. LAKE SHORE	3.93	6. Lakeview	4.29	After 4 Years
7. L'Anse Creuse	3.87	7. Chippewa Valley	4.27	One Rate
8. Lakeview	3.84	8. Fraser	4.26	One Rate

# HIGH SCHOOL HEAD CUSTODIAN

<u>RANK</u>	<u>BEGINNING RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. East Detroit	\$4.80	1. East Detroit	\$5.00	After 1
2. Fraser	4.78			Year
3. Chippewa Valley	4.52	2. LAKE SHORE	4.75 <sup>50</sup>	After 60
4. South Lake	4.39			Days
5. LAKE SHORE	4.38	3. Fraser	4.78	One Rate
6. Roseville	4.26	4. Roseville	4.67	After 3
7. Warren Woods	4.23			Years
8. Lakeview	4.04	5. Warren Woods	4.59	After 2
9. L'Anse Creuse	3.97			Years
		6. Chippewa Valley	4.52	One Rate
		7. Lakeview	4.49	After 4
				Years
		8. L'Anse Creuse	4.47	After 4
				Years
		9. South Lake	4.39	One Rate

# MAINTENANCE MAN

<u>RANK</u>	<u>BEGINNING RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. East Detroit	\$4.80	1. Roseville	\$5.17	After 3
2. Roseville	4.76			Years
3. Clintondale	4.39	2. East Detroit	5.00	After 1
4. Warren Woods	4.33			Year
5. Fraser	4.20	3. Clintondale	4.83	After 90
6. LAKE SHORE	4.15			Days
7. South Lake	4.14	4. Mt. Clemens	4.79	After 2
8. L'Anse Creuse	4.12			Years
9. Chippewa Valley	4.07	5. Chippewa Valley	4.77	After 4
10. Lakeview	3.94			Years
11. Mt. Clemens	3.78	6. Warren Woods	4.69	After 2
				Years
		7. L'Anse Creuse	4.62	After 4
				Years
		8. LAKE SHORE	4.61 <sup>50</sup>	After 60
				Days
		9. Lakeview	4.49	After 4
				Years
		10. Fraser	4.41	After 2
				Years
		11. South Lake	4.24	After 2
				Years

BUS DRIVER

<u>RANK</u>	<u>BEGINNING RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. Roseville	\$3.75	1. L'Anse Creuse	\$4.28	After 5 Years
2. Warren Woods	3.73	2. Warren Woods	4.08	After 2 Years
3. LAKE SHORE	3.65	3. LAKE SHORE	4.06 07	After 60 Days
4. L'Anse Creuse	3.47	4. Roseville	4.02	After 3 Years
5. Clintondale	3.30	5. Clintondale	3.84	After 90 Days
6. Chippewa Valley	3.19	6. Chippewa Valley	3.65	After 4 Years

COOK

<u>RANK</u>	<u>BEGINNING RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. LAKE SHORE	\$3.35	1. LAKE SHORE	\$3.51 52	After 60 Days
2. Warren Woods	3.16	2. Warren Woods	3.48	After 2 Years
2. Mt. Clemens	3.16	3. Mt. Clemens	3.40	After 2 Years
4. South Lake	3.10	4. Roseville	3.27	After 4 Years
5. L'Anse Creuse	3.04	5. South Lake	3.25	After 90 Days
6. Roseville	2.79	6. Lakeview	3.05	After 3 Years
7. Lakeview	2.50	7. L'Anse Creuse	3.04	One Rate
8. East Detroit	2.40	8. Clintondale	2.81	After 3 Years
9. Clintondale	2.39	9. East Detroit	2.40	One Rate



# KITCHEN HELPER

<u>RANK</u>	<u>BEGINNING RATE</u>	<u>RANK</u>	<u>MAXIMUM RATE</u>	<u>TIME REQUIRED</u>
1. L'Anse Creuse	\$2.83	1. Warren Woods	\$2.96	After 2
2. South Lake	2.80			Years
3. LAKE SHORE	2.77	2. South Lake	2.95	After 90
4. Warren Woods	2.70			Days
5. Roseville	2.62	3. LAKE SHORE	2.92	After 60
6. Mt. Clemens	2.51			Days
7. Lakeview	2.15	4. L'Anse Creuse	2.83	One Rate
8. East Detroit	2.10	5. Roseville	2.76	After 2
9. Clintondale	2.03			Years
		6. Lakeview	2.75	After 3
				Years
		7. Mt. Clemens	2.73	After 2
				Years
		8. Clintondale	2.53	After 3
				Years
		9. East Detroit	2.30	After 1
				Year

It may also be noted that the 1971-72 rankings are very similar to rankings in the 1970-71 school year.

Turning to each classification and testing the offer of the Board against comparisons, several conclusions become obvious. In regard to the custodians at the minimum level, the Board's offer recedes from the previous rankings of Lake Shore. Rankings are not necessarily the goal of any collective bargaining, but they do give guidance. The point is that employees in a collective bargaining unit at the least expect to keep relative ranking with other similarly situated employees in surrounding school districts. Thus, the Fact Finder believes that a starting rate of \$3.75 at the custodian level and a

maximum rate of \$4.20 would be consistent with previous rankings. The Fact Finder particularly notes that Lake Shore and Warren Woods in the previous year were very similar in rankings. The recommendations of a \$3.75 starting and \$4.20 maximum custodian level that the Fact Finder hereby makes would be consistent with the relationship between Warren Woods and Lake Shore and Lake Shore and the other districts that are compared. Warren Woods may have gained on Lake Shore in the beginning rates, but in view of the fact that Lake Shore has a very short period from minimum to maximum, this is overcome by the recommendation as to the maximum rate.

The Head Elementary Custodian at the maximum Lake Shore (1971-72) ranked third. The proposed rates would now rank Lake Shore fourth. In 1971-72 the difference between Lake Shore and East Detroit, the No. 1 ranking district, was 18¢. The difference now has become 26¢. This indicates that what Lake Shore offers at the maximum rate is low by 8¢. Therefore, the Fact Finder will recommend for the Head Elementary Custodian a beginning rate of \$4.01 and a maximum rate of \$4.45.

At the High School Head Custodian classification, Lake Shore's offer of \$4.79 (maximum) continues to rank second as it did in 1971-72. However, although it has the same ranking, Lake Shore falls behind the leader. In 1971-72, it was 7¢ behind the leader, East Detroit. Based upon its present offer of \$4.79 (maximum), Lake Shore is now 20¢ behind. It is

further noted that in 1971-72 then fourth ranking Fraser was paying \$4.57 and gave a raise for the current year of 21¢. The Lake Shore raise was 6¢. A more appropriate rate for Head Custodian based upon the above comparisons would be \$4.93 at the maximum and \$4.51 at the minimum. This would leave Lake Shore in about the same relevant position as the previous year.

The Maintenance Man presents some difficulty in comparisons because the ability and duties of maintenance men varies from district to district. The Board's offer of \$4.61, however, will drop its previous standing. This, in itself, may not be too serious. However, it is noted that in 1971-72 school year in the Maintenance Man classification, Lake Shore and Warren Woods ranked equal, paying \$4.15 at minimum and Lake Shore and Warren Woods paying \$4.50 and \$4.49, respectively, at the maximum. In 1972-73 Warren Woods increased its minimum rate to \$4.33 an hour and its maximum rate to \$4.69 per hour. The Fact Finder believes that this gives some indication of the marketplace for the type of Maintenance Man that Lake Shore is employing. For these reasons, and because it will permit Lake Shore to keep the relevant rank, the Fact Finder will recommend a minimum rate of \$4.33 and a maximum rate of \$4.69 for Maintenance Men.

Bus drivers in Lake Shore in 1971-72 at the minimum rate were first and at the maximum second in rank. At the current offer, Lake Shore is third both at the minimum and maximum rates by .01¢. The Fact Finder believes the bus driver rate of \$3.78 (minimum) and a maximum rate of \$4.08 is appropriate. It would keep Lake Shore in the relevant position even though L'Anse Creuse, for whatever

reason, made a substantial jump.

At the Cook classification, Lake Shore has always been at the top rate. It continues to be so based upon the Board's offer. There is no reason to recommend anything different than the Board's offer. This particularly follows when one notes that the cooking duties at Lake Shore have changed because of a change in food service. Likewise, there is no reason to make any further change in the Board's offer on the Kitchen Helper. It is true that as a ranking matter, the Board has dropped to second at the minimum and third at the maximum rate, but such a drop is of minimum concern when one notes that the Board's offer is still among the top three rankings and noting the change in the Board's cafeteria operation.

The parties have an issue as to the differential to be paid the Custodian assigned to the swimming pool. After considering all the factors, the Fact Finder will recommend a 15¢ differential for said person.

There are several other classifications not specifically covered in this report. At the end of this report, the wages recommended for these classifications are set forth. There is no change in the Board's offer for Transportation Leader as the Fact Finder believed this was not necessary. However, for the Assistant Maintenance Leader, Maintenance Leader, Warehouse Man

and Head Custodian in the Kennety ETC Complex as well as the Matron Laundress and the Custodian Leader in the second or third shifts, changes have been made consistent with the other changes recommended herein and appear in the recommendation section of this report.

The Board could argue that the Fact Finder, by increasing some of the maxima, did not recognize that, in fact, as compared to most districts, the maximum is reached quickly (60 days) in Lake Shore.

#### The Fact Finder

has made his comparisons with the same comparisons following the parties' 1971-72 collective bargaining results, particularly where there has been no change in reaching maxima, between the two-year period at Lake Shore. The proposed increases do not reach 7% or perhaps 5.5%. However, they are consistent with what the market place is paying. The Fact Finder recognizes that the Board would prefer comparisons only with Lake Shore, Lakeview and South Lake, the three school districts in the City of St. Clair Shores. Such a comparison is unrealistic because there are other nearby school districts and an overall comparison should be made. The important thing is that the comparisons, whatever they be, be consistent. Here the Fact Finder has

used consistent comparisons.

Using the same comparisons, the Fact Finder will not recommend any changes over the existing Blue Cross/Blue Shield program. The reason for such a recommendation is that there is no showing that the comparable districts are providing the prescription rider. After all, any additional fringe benefits means additional costs to the district. The fringe benefits at Lake Shore are most competitive and because of this, there is no need to increase them. What the Fact Finder has said about Blue Cross/ Blue Shield also applies to the demand that fringe benefits be carried while the employees are on leave of absence and in reviewing the fringe benefit programs of the other comparable districts, it is clear that those districts follow the concept of earned fringe benefits. For this reason, the Fact Finder believes that the concept of earned fringe benefits should continue at Lake Shore and thus, he will not recommend any change in the present policy concerning fringe benefits during leave of absences or any change in fringe benefits.

In making the above financial recommendations, the Fact Finder has considered the district's ability to pay. He recognizes that Lake Shore has the lowest SEV per child in the district compared, even though the district is exerting a reasonable effort to raise funds, having an operational millage of 28.58 mills. Nevertheless, the Fact Finder notes that there are other districts similarly situated such as

Lakeview, Warren Woods and East Detroit, with which he has made comparisons who are paying more in the various classifications then offered by the Board. The Fact Finder also recognizes that in the past Lake Shore has been beset by financial problems, including budget deficits, and cutbacks caused by inadequate revenue and the lack of building and grounds maintenance because of unavailable funds. The Fact Finder recognizes that it has only been recently that certain previous cutbacks have been restored.

In regard to the 1972-73 budget, the following is noted:

Financial Information - 1972-73 Budget

Total Estimated Funds Available	\$8,880,752.00
Estimated Disbursements	8,877,183.00
Excess of Revenue over Disbursements	3,569.00

After the budget was adopted, the district received financial bad news because of the loss of State Aid after the adoption of the 1972-73 budget caused by a drop in the student enrollment and a change in Section 25 of the State Aid Act dealing with overburden). The exact loss is set forth below:

Loss of State Aid After Adoption of the 1972-73 Budget

Basic State Aid (State aid was based on 10,036 students and actual membership count was 10,003 students)	\$23,586.00
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Section 25 (Municipal Overburden) formula was changed at September session of the legislature	40,000.00
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Total Loss of Revenues (Amount of  
budget adjustments which will have  
to be made)

\$63,586.00

Based upon the budget and the loss of State Aid, the district may be in deficit financing. There is no question that the recommendations here will add about \$10,000-12,000 to the budget, give or take. It is not the intention of the Fact Finder to put the district into deficit financing. Yet, when one notes the comparables, the Fact Finder believes the recommendations here are consistent with what other districts are paying for the same service. It would seem that unless the district could show a most serious adverse financial situation, the district should be able to raise the necessary funds to pay the employees a competitive wage as recommended here. The Fact Finder again emphasizes that he is aware of the district's financial plight, but at this point, there is no reason to require Lake Shore employees to work at rates that are not as comparable as they have been historically, as the result of the parties' own free collective bargaining in more adverse financial circumstances.

It is for all of the above reasons that the Fact Finder is recommending the above wage changes.

Issue #6 and #7 - Contract in booklet form and  
Retroactivity.

There is no question that the recommendations here, as far as economics are concerned, are to be retroactive to July 1, 1972. Obviously, the changes in the contract language recommended above cannot be retroactive. The reason for



retroactivity is that not to so recommend would disrupt the peaceful methods by which the Union has chose to resolve the parties' impasse. Not to make the wage recommendations retroactive would encourage the employees to strike the next time there was an impasse. This would cause future disruption of public service in the Lake Shore School District. The Fact Finder is sure that neither party wishes this. Therefore, the only way to insure against a future disruption in service is to grant retroactivity as to wages.

The parties are in dispute over printing the contract in booklet form. The Fact Finder recommends that if the contract is to be printed, the cost of printing be shared mutually by the parties, but suggests that because of the recommended duration, it may not be feasible to print such a contract at the present time.

Unfortunately, because of various time lags, the parties are in a position to begin bargaining on a new contract as presumably, the contract for which this recommendation is made would expire on June 30, 1973. It would be more desirable for the Fact Finder to recommend a two or three-year contract. This follows because of the delays encountered here and the unfortunate situation that only now the parties are resolving their disputes for the 1972-73 school year. However, the Fact Finder does not have the information as to the district's projected financial situation to project more than the one-year

contract because of uncertainties in the school financing in Michigan for the 1973-74 school year, particularly in school districts such as Lake Shore. Therefore, the Fact Finder unfortunately must defer from recommending more than the one-year contract in this situation. However, the Fact Finder is hopeful that this Report and Recommendation have given the parties some guide for working out their forthcoming contract.

#### RECOMMENDATIONS

The Fact Finder hereby recommends as follows:

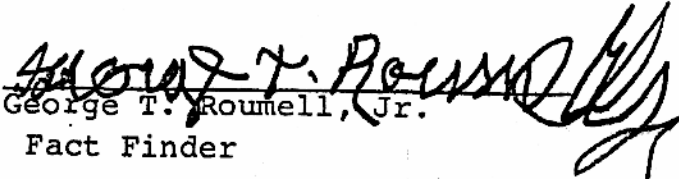
1. The language changes in regard to Article VI, Section 4, as set forth in the report proper.
2. No change in Article VII, Section 6(C), as noted in the report proper.
3. The continuation of the present Blue Cross/Blue Shield coverage.
4. The continuation of the theory of earned fringe benefits and no payment of same while on leave of absence unless the employee pays for same.
5. No change in the fringe benefit program.
6. A splitting of the cost of printing the contract, but a suggestion that it not be printed for the 1972-73 school year.

7. A contract of one year duration commencing July 1, 1972, through June 30, 1973.

8. The following wage rates:

<u>Classification</u>	<u>Beginning Rate</u>	<u>Maximum Rate</u>
Custodian	\$3.75	\$4.20
Custodian assigned to swimming pool	3.75	4.35
Elementary head custodian (under 20 rooms)	4.01	4.45
Elementary head custodian (over 20 rooms)	4.07	4.52
Custodial leader (2nd & 3rd shift)	4.07	4.51
Head custodian (Kennedy & Rodgers-L'Anse complex)	4.29	4.76
Head custodian-high school	4.51	4.93
Matron-Laundress	3.75	4.15
Maintenance Man	4.33	4.69
Assistant Maintenance Leader	4.58	4.88
Maintenance Leader	4.61	4.94
Warehouseman	4.52	4.79
Bus Driver	3.78	4.08
Bus Aide	2.80	2.93
Transportation Leader	4.15	4.57
Head Cook	3.35	3.52
Kitchen Helper	2.77	2.92

April 5, 1973

  
George T. Roumell, Jr.  
Fact Finder

MAXIMUM HOURLY RATE AND CUMULATIVE INCREASE  
CUSTODIAL, MAINTENANCE, TRANSPORTATION, AND CAFETERIA PERSONNEL 1967-68 THROUGH 1971-72

	HOURLY RATE 1967-68	HOURLY RATE 1968-69	% INCREASE IN HOURLY RATE 68-69 67-68	HOURLY RATE 1969-70	% INCREASE IN HOURLY RATE 69-70 68-69	HOURLY RATE 1970-71	% INCREASE IN HOURLY RATE 70-71 69-70	HOURLY RATE 1971-72	% INCREASE IN HOURLY RATE 71-72 70-71	% INCREASE IN HOURLY RATE 1968-69 THRU 1971-72
Custodian	\$3.00	\$3.24	8.00%	\$3.48	7.41%	\$3.78	8.62%	\$3.99	5.55%	29.58%
Bus Driver	2.81	3.24	15.30%	3.48	7.41%	3.78	8.62%	3.99	5.55%	36.88%
Matron - Laundress				3.48		3.78	8.62%	3.99	5.55%	
Head Custodian- Elementary	3.20	3.46	8.13%	3.77	9.00%	4.07	7.96%	4.28	5.16%	30.25%
Head Custodian- High School	3.59	3.88	8.08%	4.22	8.76%	4.52	7.11%	4.73	4.65%	28.60%
General Maintenance	3.39	3.66	7.96%	3.99	9.02%	4.29	7.52%	4.50	4.90%	29.40%
Head Cook	2.50	2.70	8.00%	2.96	9.63%	3.26	10.14%	3.47	6.44%	34.21%
Kitchen Helper	2.04	2.20	7.84%	2.37	7.73%	2.67	12.66%	2.88	7.87%	36.10%

BEGINNING HOURLY RATE AND CUMULATIVE INCREASE  
CUSTODIAL, MAINTENANCE, TRANSPORTATION, AND CAFETERIA PERSONNEL 1967-68 THROUGH 1971-72

	HOURLY RATE 1967-68	HOURLY RATE 1968-69	% INCREASE IN HOURLY RATE 68-69 OVER 67-68	HOURLY RATE 1969-70	% INCREASE IN HOURLY RATE 69-70 OVER 68-69	HOURLY RATE 1970-71	% INCREASE IN HOURLY RATE 70-71 OVER 69-70	HOURLY RATE 1971-72	% INCREASE IN HOURLY RATE 71-72 OVER 70-71	% INCREASE HOURLY RATE 1968-69 THRU 1971-72
Custodian	\$2.70	\$2.92	8.15%	\$3.14	7.53%	\$3.44	9.55%	\$3.65	6.10%	31.33%
Bus Driver	2.45	2.92	19.19%	3.14	7.53%	3.44	9.55%	3.65	6.10%	42.37%
Matron - Laundress				3.14		3.44	9.55%	3.65	6.10%	
Head Custodian- Elementary	2.90	3.13	7.93%	3.42	9.27%	3.72	8.77%	3.93	5.65%	31.62%
Head Custodian- High School	3.29	3.55	7.90%	3.87	9.01%	4.17	7.75%	4.38	5.04%	29.70%
General Maintenance	3.09	3.34	8.09%	3.64	8.98%	3.94	8.24%	4.15	5.33%	50.64%
Head Cook	2.40	2.59	7.92%	2.84	9.65%	3.14	10.56%	3.35	6.69%	34.82%
Kitchen Helper	1.94	2.10	8.25%	2.26	7.62%	2.56	13.27%	2.77	8.20%	57.31%