

1503

1/24/77

FF NORTHVILLE PUBLIC SCHOOLS

STATE OF MICHIGAN

DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

NORTHVILLE PUBLIC SCHOOLS

and

REPORT OF FACT FINDER

INTERNATIONAL UNION OF OPERATING
ENGINEERS, Local 547

IN THIS MATTER, the undersigned, J. WILLARD CARPENTER,
reports as follows:

That your Fact Finder attended a meeting of the parties
hereto at the Office of Northville Public Schools located at 303
W. Main Street, Northville, Michigan, on Thursday, December 16, 1976,
at which time the following appearances were entered in the pro-
ceedings:

FOR THE SCHOOL DISTRICT:

- THOMAS H. SCHWARZE
Attorney
- BURTON S. KNIGHTON
Director of Personnel
- THOMAS R. GOULDING
Finance
- JOHN F. FLAUGHER
I.S.E.P. Finance
- J. MICHAEL JANCHICK
Operations

FOR THE UNION:

- JOSEPH JORDAN
Rec. Corresponding Secretary
- BEVERLY LANGKIL
Union Steward
- MICHAEL SIETING
Assistant Steward

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Michigan State University

That a discussion then took place between the Writer
and the parties in interest with respect to the alleged unresolved
issues reading as follows to-wit:

1. Jurisdiction - supervisors doing bargaining unit work.
2. Managements rights - limited by contract.
3. The Union's right to grievance at Step 2.
4. Probation period.
5. Continuance of the lateral transfer rights.
6. Seniority rights of bus drivers and bus aides.
7. Modification of termination language.
8. Sunday, shift and holiday premium pay.
9. Call-in and reporting pay.
10. Severance pay.
11. Pro-rated vacation benefits.
12. Wages.

That as a result of said discussion it was mutually agreed that the parties would resume their negotiations and that the Fact Finding Hearing would be adjourned to Tuesday, December 28, 1976 at 9:30 a.m., to be heard at the same location, it being the further understanding that the parties would submit the unresolved issues in writing to the Writer on or before December 22, 1976 in preparation for the Hearing as aforementioned.

Your Fact Finder resumed the hearing in the above captioned matter at 9:30 a.m., at the Offices at Northville Public Schools located in Northville, Michigan on Tuesday, December 28, 1976 at which time your Fact Finder was presented with a list of the Issues upon which your Fact Finder is expected to make his formal report, such Issues being as follows to-wit:

UNION ISSUES IN FACT FINDING-

1. Pro-rated vacation benefit for Part Time Employees.
2. Floating Holidays for 1976-77 school year.
3. Bus Aides being allowed to bid runs based on seniority.
4. Extra trips being assigned to aides in the same manner as drivers.

SCHOOL DISTRICT ISSUES IN FACT FINDING

1. The right of the School District to assign an employee to a position outside his classification in a layoff situation.
2. Excluding from arbitration any grievance which is also a violation of the Michigan Fair Employment Practices Act, Title VII, Title IX, etc.
3. Proration of Blue Cross and Clue Shield benefits for part time employees.
4. Cap on Blue Cross and Blue Shield allowance.

The following constitutes the Fact Finders report and is treated with the same numbers as are applied in the foregoing list of Issues.

UNION ISSUES

1. PRO-RATED VACATION BENEFIT FOR PART TIME EMPLOYEES.

It is an accepted standard, both in the Public and Private sector, to treat full time employees different than part time employees and from the experience and knowledge obtained by your Fact Finder, the full time employees is favored when the matter of Fringe Benefits are considered.

From the proofs as presented by the parties hereto, it is your Fact Finders conclusion, that the cost of Fringe Benefits, under the theory proposed by the Union herein, would be higher for part time employees than full time with the result that such employees would have an economical advantage over the full time employees.

It is an accepted theory both in the Public and Private sector, that vacations are granted to relieve full time employees from the stress and fatigue normally established in their employment and your Fact Finder fails to find any justification for the request as proposed by the Union in this issue, for part time employees, particularly, when the cost to the School District would increase the compensation already agreed upon by the parties to be paid part time employees.

Although the Union claimed, at the time of the hearing in this matter, that the agreed wage rates of part time employees was less than that applicable in surrounding School Districts, there was no proof of this fact presented to your Fact Finder and, your Fact Finder was not concerned with such wage rates, since the issue involved herein is the prorating of vacation benefits for part time employees.

Because of the great disparity which would be created between the compensation paid to full time employees as against part time employees, if the proposal herein were granted, your Fact Finder is of the opinion that allowance of this issue would create an inequitable situation as between full time and part time employees and therefore your Fact Finder is of the opinion that the issue herein should be denied.

2. FLOATING HOLIDAYS FOR 1976-77 SCHOOL YEAR.

In this issue, it appears that prior to the year 1974, the Collective Bargaining Agreements existing between the parties hereto provided for personal business days, however, in the 1974 negotiations, the said two (2) days were converted to specific Christmas week holidays, however, your Fact Finder was not made aware of the contention of the Union in this issue until after the two (2) days for the year 1976 had been passed and in view of that fact, your Fact Finder would be called upon to rule that the Union is entitled to December 29 and December 30, 1976 as paid holidays, which would be a finding of retroactivity on the part of your Fact Finder, whereas, it is the opinion of your Fact Finder that the issue herein would apply only to a new Collective Bargaining Agreement with reference to which your Fact Finder is called upon to make recommendations and accordingly, it is the finding of your Fact Finder in this issue that the parties shall provide for so-called floating holidays in their new Collective Bargaining Agreement which, it is hopeful, will result from the findings of your Fact Finder. It being the opinion of your Fact

Finder that inasmuch as the dates mentioned have passed, your Fact Finder can only recommend with respect to the new proposed Collective Bargaining Agreement to be executed between the parties hereto.

3. BUS AIDES BEING ALLOWED TO BID RUNS BASED ON SENIORITY.

The proofs as presented to your Fact Finder in this issue, established that Bus Aides are hired to supervise Special Education students who are handicapped in various ways, and to bus said students to and from their respective institutions to the School Buildings and it appears to be important that in-service training and continuity are essential to the said program and it also appears that such students are segregated by bus and classroom, according to their individual handicap.

While, it is contended, by the within School District that the handicapped students involved would be educationally, denied if the issue involved herein were granted, your Fact Finder cannot agree with such claim and it therefore becomes the opinion of your Fact Finder that bus aid employees should have the right to bid on the various bus runs based upon seniority, provided however, and on the condition that the seniority shall be coupled with necessary training qualifications of said Bus Aides, which should be determined by the School District, so that the students carried on any particular bus would have continuity as claimed to be necessary by the School District, or in otherwords, it is the opinion of your Fact Finder that the bus aid employees should have the right to bid on bus runs based upon their respective seniority subject, however, to a determination by the School District that each such Bus Aid has the qualifications necessary to handle the handicapped students carried on any particular bus.

4. EXTRA TRIPS BEING ASSIGNED TO AIDES IN THE SAME MANNER AS DRIVERS.

This issue was withdrawn from the consideration of your

Fact Finder by the Union, at the time of the hearings held in this proceeding.

SCHOOL DISTRICT ISSUES

1. THE RIGHT OF THE SCHOOL DISTRICT TO ASSIGN AN EMPLOYEE TO A POSITION OUTSIDE HIS CLASSIFICATION IN A LAYOFF SITUATION.

In this issue, it is the position of the School District that it is obligated to lessen the cost of Unemployment Compensation by having the right to assign an employee to a position outside his classification when a layoff becomes either a possibility or a fact, whereas, the Union contends that such an employee shall have the right to elect to accept a layoff and thus collect Unemployment Compensation rather than being required to accept a position outside his classification.

In considering this issue your Fact Finder is well aware of the fact that a School District is not to be compared to a private employer since, the price of the product of such private employer may be raised to compensate for Unemployment Compensation premiums and claims resulting from a layoff.

This Fact Finder is quite familiar with the question involved herein as it applies to a private employer, however, your Fact Finder is also aware that a School District is limited in meeting its financial obligations, by the funds provided by the general public and it therefore becomes the opinion of the Fact Finder that the School District should be granted the right to assign an employee to a position outside of his classification, where a layoff of such an employee would result, if the School District did not have this right and accordingly, and it therefore becomes the recommendation of your Fact Finder that the School District be granted the right to assign an employee outside of said employees classification, when such an employee is being subject to layoff by the School District.

2. EXCLUDING FROM ARBITRATION ANY GRIEVANCE WHICH IS ALSO A VIOLATION OF THE MICHIGAN FAIR EMPLOYMENT PRACTICES ACT, TITLE VII, TITLE IX, etc.

As indicated, this issue involved, excluding from the Arbitration process, any Grievance which is also a violation of the Michigan Fair Employment Practices Act, and so your Fact Finder has again familiarized himself with the decision in FRAZIER vs. FORD MOTOR COMPANY 364, Michigan 648, and agrees with the School District that the request of the School District in this issue should be granted.

Due consideration of the position taken by the Union in this issue has been given by your Fact Finder and I can find no basic reason for the School District to be called upon to hold the Union harmless for damages or legal costs, if the Union becomes a party to an action in the Courts, involving the subject matter, and accordingly it is the recommendation of your Fact Finder that the Arbitration of any Grievance which may arise between the parties hereto which is also a violation of the Michigan Fair Employment Practices Act, Title VII, Title IX, etc. shall be excluded from the Arbitration process as provided in the new proposed Collective Bargaining Agreement.

3. PRORATION OF BLUE CROSS AND BLUE SHIELD BENEFITS FOR PART TIME EMPLOYEES.
4. CAP ON BLUE CROSS AND BLUE SHIELD ALLOWANCE.

Because it is the opinion of your Fact Finder that the foregoing issues are not entirely separate but that a discussion and determination of the two (2) as one single issue appears to be a fair approach on the part of your Fact Finder, to the same and therefore your Fact Finder will discuss and come to a conclusion with reference to the two (2) separate issues as if they were but one.


It appears from the proofs presented to your Fact Finder that the capping of Blue Cross and Blue Shield benefits is an

entirely new issue and as contended by the Union herein should be rejected in its entirety, however, your Fact Finder does not entirely agree with the Union position but feels impelled to discuss the two (2) issues in their entirety and to make a recommendation with reference to the same.

It appears from the proofs as presented that fully paid hospitalization has been included in the Collective Bargaining Agreements between the parties hereto covering part time employees, since the year 1967 and while your Fact Finder is impressed by the argument of the School District that Blue Cross and Blue Shield benefits to part time employees is on the increase in cost, nevertheless, it is a fact that this issue has been covered by the parties for a period of ten (10) years and so while your Fact Finder is sympathetic with the position of the School District, I nevertheless do not feel that the proposal presented by the School District in these two (2) issues is not entirely equitable and it is therefore the recommendation of your Fact Finder that the capping of Blue Cross and Blue Shield benefits should not be granted, however, it is my recommendation that hospitalization for part time employees be continued as in past Collective Bargaining Agreements subject only to the payment by each part time employee of one-half ($\frac{1}{2}$) of any increase in premiums, beginning with the premiums paid by the School District under the previous Collective Bargaining Agreement or in otherwords, that no capping of Blue Cross and Blue Shield benefits shall occur, but that the payment for hospitalization of part time employees be carried over into the new Collective Bargaining Agreement with the provision, however, that each such part time employee shall pay one-half ($\frac{1}{2}$) of the increase in premiums for such benefits, as may have occurred since the

termination of the previous Collective Bargaining Agreement
existing between the parties hereto as hereinbefore mentioned.

Respectfully Submitted,


J. WILLARD CARPENTER-FACT FINDER
for Northville Public Schools and
Local 547, International Union of
Operating Engineers

Dated at St. Clair Shores this
24th day of January, A.D., 1977