

In the Matter of a Dispute)
 between)
 River Valley School District)
 and)
 Building Service Employees' International Union)

RELATIONS LIBRARY

Robert S. Bowers 10-18-68

FACT FINDING REPORT AND RECOMMENDATIONS

The undersigned was appointed Hearings Officer pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, in a dispute between the River Valley School District and the Building Service Employees' International Union. The appointment was made by Hyman Parker, Chief Mediation Officer of the Labor Mediation Board in a letter dated August 6, 1968.

Hearings with the parties were held on Friday, September 13, 1968 at the University Student Center of Western Michigan University, Kalamazoo, Michigan.

ISSUES

At the beginning of the hearing there were six issues on which the parties could not agree: the wage schedule; arbitration as the final step in the grievance procedure; the union shop; management rights; fringe benefits and subcontracting. The issue on wages was resolved during the hearings.

POSITION OF THE UNION

Arbitration

The Union maintains that the final step in the settlement of grievances which grow out of the interpretation of the contract must be in the hands of a

River Valley School District

disinterested party. The Superintendent of Schools and any other school administrator is not a disinterested party and the Board of Education is the employer for whom the grievant works. The Board thus is not a neutral party but the party to the disputes and cannot act in the role of judge. The Union points out that in the majority of contracts in the United States arbitration by a third party is the final step in the grievance procedure.

Union Shop

The Union contends that a union shop clause should be included in the Agreement since the Union represents all of the custodians, bus driving personnel and maintenance men. The Union points out that such a clause is legal under the Public Employment Relations Act.

Management Rights

A management rights clause should not be included in the Agreement because the Agreement is intended to cover wages, conditions of work and fringe benefits rather than be a vehicle for management rights.

Subcontracting

The Union maintains that the employees within the bargaining unit should be protected from loss of income by a restriction on management's right to subcontract. Senior employees should be assured that their jobs will not be taken away.

Fringe Benefits

1. Sick Leave--One day a month cumulative to 120 days; one half of the days accumulated to be paid upon the termination of service for any reason.

2. Insurance--The Union proposes a \$3,000 life insurance policy on each employee plus fully paid hospital and surgical insurance equivalent to the best Blue Cross policy.

3. Holidays--The Union proposes the following eight holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; the employee's birthday, and Columbus Day.. There should be doubletime and holiday pay for those who must work on a holiday.

4. Funeral Leave--There should be a paid three-day leave of absence to an employee when death occurs to a member of the immediate family and the funeral is within a 300 mile radius of Berian County. A five-day leave for those beyond a 300 mile radius is proposed. The family shall include wife or husband, son or daughter, parents, father or mother-in-law, grandchildren, brother or sister, legal dependents or relatives living in same household.

5. Clothing--If employees are required to wear special clothing or to change clothing frequently there should either be a uniform allowance or uniforms supplied by the school system.

6. Vacations--2 weeks after 1 year; 3 weeks after 8 years; 4 weeks after 15 years.

POSITION OF THE BOARD

Arbitration

The Board is of the opinion that arbitration by a third, neutral party should not be the final step in the grievance procedure. Its opinion is based on the concept that the school system is a public enterprise and that the Board of Education is responsible to the public for its costs and cannot relinquish its decision making

authority in the interpretation of the contract. It is the duty of school administrators to deal with grievances of the employees and if an employee feels that an administrator has misinterpreted the contract such an employee may take his case before the Board. The Board is free to rule against the administrator. Thus the Board by being the last step in the grievance procedure keeps the power which the people have given it.

Union Shop

The Board contends that while a union shop clause in an agreement is legal such a clause is a negotiable issue. The law does not state that either party has to agree to such a clause. The Board will not require its employees to join any organization.

Management Rights

The management rights clause which the Board proposes is simply a residual clause. It does not specifically list any rights.

Subcontracting

It is the contention of the Board that as a public employer the Board is required to operate the schools as efficiently as possible and in those areas where the Board does not have the proper manpower or equipment it should have the right to subcontract such work. The subcontracting clause is not a job security clause. Subcontracting is a right which the Board cannot relinquish at the bargaining table.

Fringe Benefits

1. Sick Leave--Sick leave shall be 10 days per year, cumulative to 40 days for all salaried employees.
2. Insurance--The Board will pay \$8.80 a month towards the MEA insurance program.
3. Holidays--The Board proposes the six normal holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When any of these holidays fall within the workweek the employee is to receive straight time pay for that day. If he is required to work on a holiday he receives regular pay in addition to holiday pay.
4. Funeral Leave--The Board offers no provision.
5. Clothing--The Board offers no provision.
6. Vacations--1 week after 1 and 2 years; 2 weeks after 3 and 9 years; 3 weeks after 10 years or more.

RECOMMENDATIONS

Arbitration

The Hearings Officer recommends arbitration as the final step in the grievance procedure. One of the main purposes of a grievance procedure is to provide a process whereby the employee can receive a fair hearing on his rights under the Agreement. The School District and the Union have already provided for a good grievance process in the Agreement except for the final step. Most disputes will be settled on the lower steps but in those cases where the parties have tried

Management Rights

Article II, Section 4 of the Agreement, which is referred to as the management rights clause, shall remain in the Agreement. This is a general clause. It does not list any particular rights for management. In fact, it clearly states that management's rights are limited by the terms and provisions of the contract.

Subcontracting

The Agreement does not contain a specific subcontracting clause. The Hearings Officer does not recommend that such a clause be included in the Agreement at this time. No evidence was presented at the Hearing that this is a serious problem at present. If the problem does arise in the future, the parties should reconsider the incorporation of a subcontracting clause in the Agreement which would protect the interests of both the Board and the Union.

Fringe Benefits

1. Sick Leave--The Hearings Officer recommends that regular employees shall accrue paid sick leave benefits up to a total of 10 days per year, cumulative to a total of 40 days.
2. Insurance--The recommendation is that the employer pay \$8.80 a month toward the MEA insurance program.
3. Holidays--It is recommended that the following days be recognized as holidays: New Year's Day; Memorial Day, Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. When any of the above mentioned holidays occur

on an employee's regularly scheduled workday, he shall receive the straight time pay he would have received on such a day had it not been a holiday. If an employee is required to work on a holiday he receives regular pay in addition to holiday pay.

4. Funeral Leave--The recommendation is that an employee will be allowed three days off with pay in the event of a death of husband, wife, parent, brother, sister, child, or parent-in-law.

5. Clothing--No recommendation.

6. Vacations--The following vacation period is recommended: 1 week of vacation after 1 year of service; 2 weeks after 2 years of service; 3 weeks after 10 years of service.

October 15, 1968
Date

Robert S. Bowers
Robert S. Bowers, Hearings Officer