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DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

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In the Matter of

RIVERVIEW COMMUNITY SCHOOL DISTRICT
Riverview, Michigan

-and-

AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES
Council No. 23
Local No. 1590

On March 30, 1971 the undersigned, Leon J. Herman was appointed by the Employment Relations Commission as its hearings officer and agent to conduct a fact finding hearing relevant to the matters in dispute between the above parties, pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Commission's regulations. Accordingly, and upon due notice, hearings were scheduled and held on April 27, May 5 and 18, 1971 at the Offices of the Board of Education, 12431 Longsdorf, Riverview, Michigan.

Miller, Canfield, Paddock and Stone, Attorneys, by James E. Tobin; Kenneth J. Barnes, Business Manager; Ted Hagedone, Superintendent of Schools; Grant Bliss, Secretary and Margaret Evans, President of the Board of Education, represented the District.

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William E. VanEck, Field Coordinator, Council 23; Arnold Milliman, President, Local 1590; Philip Robinson, Secretary, Local 1590; Helen Beer, Betty Goreta, Daniel Trondle, John D. Kelley and Marg Bushey appeared on behalf of Local No. 1590.

The Riverview Community School District and Local No. 1590, Council 23 of American Federation of State, County and Municipal Employees entered into a contract governing their relationship in 1967 to terminate as of January 31, 1970. The contract covers the maintenance and cafeteria employees of the school district. A revised payroll schedule was adopted on November 4, 1968 which provided for increases in the salary scale, with a final step of the schedule to cover the school year 1969-70. The revision covered only the maintenance payroll schedule. It did not change the cafeteria payroll rates set up in 1967.

The parties have been negotiating for a new contract, the terms of which have been agreed upon, with the exception of the revisions of the sections of the prior contract listed on the following pages.

Article 26, entitled Quitting Severance, provided that an employee of 8 years service who quits his employment shall receive four weeks pay or scheduled absences carried over from fiscal year 1966-67, whichever is greater, plus one half his accumulated bonus days if he has not used more than 8 sick days during the six months immediately proceeding his resignation.

The Union proposes that an employee of 8 years service who quits shall receive four weeks pay plus accumulated bonus days plus scheduled absences carried over from fiscal year 1966-67; and further than an employee of less than 8 years service shall receive pay for his accumulated bonus days and scheduled absences carried over from 1966-67.

The School Board has proposed that the section be amended to provide that if an employee quits his employment he shall receive scheduled absences carried over from fiscal year 1966-67 plus accumulated bonus days.

The Union contends that its proposal is fair since the men have no sick leave accumulation.

The Board contends that it should not reward an employee for quitting its service. It is willing to pay for the accumulations

but does not feel that the additional four weeks pay should be added, as a penalty to the Board, because of the employee's voluntary action.

I agree with the Board that a payment of four weeks severance pay in cases of voluntary quitting of employment is most unusual. However, it has not been shown that the Board has found this section particularly onerous nor that it has been called into play so often as to be of material expense. While I do not feel that the section should be liberalized, I also do not believe that a benefit which has been achieved by the Union through negotiation should be lightly discarded.

I recommend that Article 26 remain unchanged.

Section E2 of Article 27, entitled Regular Work Week, provided that second and third shift employees shall receive a paid lunch period of 30 minutes in lieu of a shift differential.

The Union originally asked that a shift premium of 10 cents for the second shift and 15 cents for the third shift be substituted for the paid lunch period. This request appears to have been withdrawn in favor of a request that the day crew also receive a paid lunch period.

The District proposes that no change be made in Section E2.

It is normal to pay a shift premium to second and third shift employees. They have accepted a paid lunch period in lieu of the shift differential. It is not normal to pay a shift differential in a first shift, so a paid lunch period would not appear to be a reasonable request.

I recommend that Section E2 of Article 27 be continued as in the prior contract.

Section G of Article 27 is also anomolous in that it provides for payment at time and a half rate over 40 hours, inclusive of carry over scheduled absences, sick leave or bonus days used during the week. The Union proposes that the clause be continued as is while the Board asks that absences not be included in the base 40 hour week.

Again, there has been no showing that this provision has worked a hardship on the School District. I therefore recommend that Section G of Article 27 be carried forward into the new proposed contract as it is presently constituted.

This same paragraph covers boiler operators who in season are on a 7 day operation. Provision is made for overtime, but there seems to be no firm understanding as to when the operator has

accumulated the 40 hours upon which to base the overtime rate. It would seem a simple matter to agree upon the day when the week starts, so that the overtime may be computed in uniform fashion.

I recommend that the parties negotiate the matter between themselves and come to an agreement upon the subject.

Article 29 provided that the District will provide a life insurance policy at no cost to each employee in the face value of \$1,000. The Union asked that it be increased to \$3,000. The Board proposes that the \$1,000 policy be continued, on the ground that any additional funds should be applied to wages rather than to fringe benefits. The Board has a limited sum of money to spend and must allocate it where it does the most good.

I agree with the employees that the \$1,000 policy is less than the minimum which should be carried in today's economic conditions. I therefore recommend that the face amount of the policies be increased to \$2,000 as of July 1, 1971 or as soon thereafter as a contract has been concluded and further increased to \$3,000 as of July 1, 1972.

Article 3 of the last bargaining agreement directs that the District provide full family ward service coverage under the

M75 Plan of Blue Cross-Blue Shield. The Union asks that the MVF1 Semi-Private Plan with Master Medical plus Riders be substituted. The District has offered full family ward service under the MVF1 Plan of Blue Cross-Blue Shield.

Apart from the status aspect of the Union's proposal, there is no point in increasing the cost to the District of hospitalization insurance. I recommend that the District offer be adopted.

The Union also asked that retirees be covered by the hospitalization insurance and that the employer pay all increases in Blue Cross-Blue Shield coverage.

I do not recommend coverage of retirees at this time because of the additional expense involved. The employer has already assumed increases in hospitalization coverage so that no further agreement to that end appears necessary.

Section A of Article 31 provided for two changes of uniform per week for maintenance employees at the employer's cost. The Union prefers that employees buy their own uniforms at a stipend of \$100 per year to be paid by the District.

The School Board has no objection to an allowance of \$100 per year provided that provision be made for uniformity of uniforms.

I therefore recommend that all maintenance employees shall receive \$100 per year for purchase and maintenance of uniforms. All such uniforms shall be standardized and maintained in the manner directed by the employer.

Article 31, Section B, provided that cafeteria employees working 6 hours per day shall receive \$30 per year for uniforms. Those working less than 6 hours a day shall receive \$20 per year.

The Union asks that employees working 5 hours or more per day receive \$60 per year for uniforms and those working less than 5 hours receive \$40 per year for uniforms.

The District has proposed that the present \$30 and \$20 rate to be continued, and that the specified hours per day which qualify the employees remain unchanged.

It would appear that consideration should be given to the increased cost of uniforms and maintenance of uniforms since the inception of the contract in 1967. I recommend that cafeteria employees working 6 hours per day receive \$40 per year for uniforms and cafeteria employees working less than 6 hours per day receive \$30 per year for uniforms.

In connection with both Sections A and B, payment should be made in equal instalments on September 15 and January 15.

The Union proposes that Article 32 be amended to provide that employees "agreeing" to use personal cars shall be reimbursed at the rate of 12 cents per mile. It further proposes that the prior approval of the supervisor not be required.

There appears to be no question on the part of the Board that an employee was not, under the old contract, compelled to use his personal car if his work requires him to travel from one building to another. It is his responsibility to arrange for transportation if it be needed.

Under the circumstances I can see no objection in the use of the word "agreeing" rather than "requested" and recommend that the change be made. I further recommend that prior approval of the use of personal cars should be obtained from a supervisor before the car is used. In view of the fact that the cost of automobile maintenance has risen substantially over the past few years, I believe that the Union's request for a higher mileage rate is reasonable. I therefore recommend that the rate of reimbursement for use of personal cars be increased to 12 cents per mile.

Article 33 provided a very liberal sick leave program for the employees in the bargaining unit. Employees with one year of service are entitled to 2 weeks full pay during illness other than accidental work-oriented injuries. This period was increased at stated intervals. From the 21st year of service the employee may receive full pay for 52 weeks of illness.

Successive periods of disability are counted as one period unless the employee has been back at work for 9 weeks in which event a new sickness begins the benefit period anew. The schedule of benefits renews itself in full as of July 1 in each year, provided that the employee is not off on an extended sickness, the employee who has been off on an extended sickness has been continuously at work for 9 weeks; the employee has used 5 sick days or less during the preceding year. The program was proposed by the representatives of the Board in negotiations for the 1967 contract. The Union is well satisfied with the program and asks that it be continued without change.

The Board's recent experience with the program has been expensive, because three employees were hospitalized with heart attacks and five underwent major operations. The Board paid for 2400 hours of disability in the six months beginning July 1, 1970. It asks for further control of the sick leave program by use of written

excuse forms when sick days are taken; a program for reduction of the remaining benefits as they are partially used; a reduction in the number of bonus days and a modification of the program whereby bonus days are used.

I appreciate the Board's reluctance to continue the program without change in light of its recent costly experience with it. At the same time, I would hesitate to recommend a change in the program which would reduce the benefits to employees who are obviously in great need of such benefits. Employees who suffer heart attacks or major operations should at least be relieved of the problems which loss of income would entail.

I therefore recommend that the program be continued generally in its present form. I also recommend that provision be made for tighter control of the program by way of written and signed excuses and, where advisable, doctor's reports to confirm the nature and extent of the illness.

Article 35 provided for 10 holidays and 2 half holidays per year. The Union asks that Easter Monday and the employee's birthday be added for a total of 12 full holidays. It also asks that triple time be paid for holiday work and double time for Sundays. Holiday pay is not paid unless the employee works the scheduled work day previous to and following the holiday.

The Board asks that the holiday program be maintained as previously in effect.

I am of the opinion that the present holiday allowance is fair and reasonable. I therefore recommend that it be continued unchanged.

I do not recommend that any increase in payment for holiday be made.

Article 36 covers vacations.. The present schedule provides for 1 week after 6 months of service, 2 weeks after a year, 3 weeks after 8 years and 4 weeks after 15 years. The Union proposes that the vacation schedule provide for 1 week after 6 months of service, 2 weeks after 1 year, 3 weeks after 5 years, 4 weeks after 10 years and 5 weeks after 15 years plus 1 extra day for each year over 15 years. The Board asks that the present vacation schedule be continued unchanged.

I believe the present vacation schedule is fair and reasonable. The change as proposed by the Union would be extremely costly to the Board. I therefore recommend that the vacation schedule be continued unchanged.

The Board has made one further proposal which to my mind appears reasonable. It requests that an employee must work half his

regular pay period to qualify for a vacation benefit. I recommend that such a clause be included in the contract.

In seeking amendment of Article 37 and the proposed Schedule A of the agreement, the Union has asked for a wage increase of 70 cents per hour across the board for maintenance employees. It insists that it has had parity with similar employees of the city of Riverview for some years. The city employees received increases of 70 cents, 40 cents and 40 cents per year respectively over a 3 year agreement. The Union asks that it receive 70 cents for the first year and 50 cents per year in the second and third years of the agreement, assuming that a three year agreement is consummated. It points out that the tentative budget prepared by the School Board provided for a 70 cent per hour increase for maintenance employees. It also asks that it be given parity in increases with the teachers in the system, and primarily the master group, since that is the classification in which the bulk of the teachers of the system are included. Since the master group received an increase equivalent by the Union's calculation to 70 cents per hour, it asks that it receive the same increase. The dollar value of the increase for the year would amount to \$1,499 for a class A mechanic at the top of the scale. A Class A mechanic in Step 1 of the progression should receive a 49 cent per hour.

The cafeteria employees have received no pay raise since 1967. They should also receive a 70c per hour increase.

The Board has taken the average pay increase for all teachers, which it calculates at 7.8%, and has offered this percentage to the employees.

I can see little logic in equating the salaries of maintenance and cafeteria employees with those of school teachers. They are of an entirely different, generic nature, with different backgrounds and different duties. The only reasonable method of comparing wages is to examine the rates paid by other school systems and by the city of Riverview to employees in the same category as these employees.

Rates, of course, vary from district to district. I have averaged the maximum rates paid by districts of Melvindale-North Allen Park, Trenton, Allen Park, Livonia, Wyandotte, River Rouge, Romulus, Ecorse and the city of Riverview for the year 70-71 at \$4.73 per hour. For the second year of their agreements Melvindale-North Allen Park and River Rouge average out at \$5.06 per hour. For the third year of their contracts these latter districts have agreed to an average of \$5.23 per hour.

Head cooks in Melvindale-North Allen Park, Trenton, Allen Park, Livonia, Romulus, and Ecorse receive an average of \$3.42 per hour for 1970-71. Melvindale-North Allen Park and Trenton have agreed to pay an average of \$3.65 for the second year of their agreement and \$3.85 for the third year.

Kitchen helpers in Melvindale-North Allen Park, Trenton, Allen Park, Livonia, and Romulus are paid an average of \$2.81 for 1970-71. Melvindale-North Allen Park and Trenton have agreed to pay kitchen helpers an average of \$2.71 in the second year of their contract and \$2.88 in the third year. The drop in the second and third years is attributable to the fact that Melvindale-North Allen Park and Trenton pay lower salaries than do the other cities.

The city of Riverview pays \$4.66 per hour to Maintenance A employees, \$4.32 to Maintenance B employees and \$3.68 to Maintenance C employees for the year 1970-71.

I believe that a fair salary schedule and one which well approaches the average of the various districts in that paid by the city of Riverview adjusted to July 1, 1970. I therefore recommend an increase of \$.34 per hour for Maintenance A employees, \$.25 per hour for Maintenance B employees and \$.11 per hour for Maintenance C employees, for the first half year of the

agreement, and further increases of \$.34, \$.26 and \$.11 per hour respectively for the succeeding full year of the agreement, at which time the rates per hour will be \$4.66, \$4.32 and \$3.68.

Assuming a three and one half year agreement, I recommend that Maintenance A employees be given a further increase of \$.40 per hour in the second full year and a further \$.40 increase per hour in the third full year. I recommend that Maintenance B employees be given an increase of \$.30 per hour in the second full year and a further increase of \$.30 in the third full year. I recommend that Maintenance C employees be given an increase of \$.20 per hour in the second full year and a further increase of \$.20 per hour in the third full year. The contract would expire on June 30, 1974.

The head cook in the cafeteria now receives \$2.715 per hour and kitchen help \$2.325 per hour. They have received no increase since 1967. Extrapolating from the average paid in the various districts in the area, I recommend that head cooks be paid a salary of \$3.42 in the first year and one half of the agreement, with increases of \$.20 per hour in the second and third year of the agreement. Kitchen help should be increased to \$2.81 per hour in the first year and one half of the agreement with additions of \$.10 per hour in each of the second and third years.

The foregoing proposed rates are intended as the top of the salary progression. I recommend that rates for the lower steps in the scale be increased in the same proportion as presently maintained.

The parties agreed early in their negotiations that the pay schedule for the new contract would be retroactive to the closing date of their previous contract. During the course of the hearings in fact finding an issue was raised for the first time as to the correct date the parties intended. The 1967 contract expired on February 1, 1970 and the Union has insisted upon retroactivity to that date. The Board contends that the agreed date was July 1, 1970. It has produced a maintenance payroll schedule which was adopted on November 4, 1968 wherein increases were made from February 1, 1968 to June 30, 1968. Then followed an increase for 1968-69 and a further increase for 1969-70. July 1, 1970 is the expiration date which the Board says was agreed upon between the parties. The Board president testified in confirmation of the July 1 date, although she could not produce her original notes. The Union has insisted that February 1st was the intended date, and that this was understood throughout the course of protracted negotiations and up to the date of the first hearing in fact finding, when the issue as to the closing date was first raised.

It is this latter factor which disposes me to believe that the parties, despite the ambiguity of language in their retroactivity stipulation and despite the term of the 1968 salary amendment, intend to revert to February, 1970. The stipulation refers to the end of the contract. The salary amendment did not purport to amend any part of the 1967 agreement except salaries. Negotiations for a new contract started well before February. The retroactivity stipulation was executed in May, 1970. It would have been premature if it were construed to contemplate a retroactivity date still in the future.

I therefore recommend that the wage schedule above proposed be made retroactive to February 1, 1970. However, for purposes of uniformity and for correlation with the Board's fiscal year, I recommend that the new contract terminate as of July 1, 1974.

The 1967 contract provided that employees with 5 years of service on June 30 of any year shall receive a longevity payment of \$50, to be increased \$15 per year until a maximum of \$350 is reached.

The Union proposes in Article 38 of the pending agreement that the base payment after 5 years be \$50 and that it be increased \$25 per year until a maximum of \$500 is reached. The Board has rejected the proposal and requests that the original longevity schedule be maintained.

In view of the increases which are recommended for the employees, I do not believe that the Board should be burdened with further increases. I therefore recommend that the original longevity pay program be continued without change.

In Article 42 of the proposed agreement the Union suggests a one year agreement. It was indicated during the hearings that the Union would agree to a two or three year contract with annual increases or with a reopening clause.

The Board has not specified its preference as to the length of the contract but desires an automatic two year renewal period provision.

In view of the fact that I have recommended salary increases over a three and one half year period I recommend that a three and one half year contract be executed. Because of the retro-activity to February 1, 1970 I recommend that the contract be effective as of that date.

Three matters were brought up in the course of the hearings in fact finding which had not been previously been included in the written presentation nor in the negotiations for the new agreement.

It has been the practice that head cooks take inventory at periodic intervals and receive 8 hours overtime pay. There has never been any contractual provision to cover this matter. The Union now asks that the head cooks be granted a flat 8 hours overtime pay for purposes of inventory taking as a matter of right.

I believe that it is a matter for management to determine whether or when it wishes inventory taken and how much time is to be put into such work. I cannot recognize a grant of 8 hours at overtime pay whether or not the time is actually consumed by the employee. I therefore recommend that the matter be left in the hands of the management and that head cooks who put in overtime work on inventory be paid at overtime rate for the time actually consumed.

Michigan State University has a training school for custodians which normally runs about 3 days at a cost of \$32 per man. The Board at one time sent half of its maintenance crew to the school every other year. It has been a matter of policy with the Board and not a contractual obligation. The Board has sent no employees to the school for the past three years.

The Union feels that its men should be permitted to attend the school every year at Board expense so that they may upgrade their skills. The Board prefers that it remain a matter of policy.

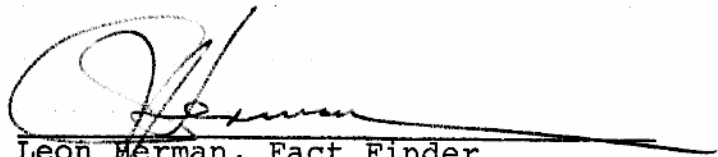
I can appreciate that every employee wants to upgrade his skills and thereby increase his earning potential. However, whether the Board requires or desires the upgraded skills is a matter for the Board to determine. If the Board decides that it can do without the additional skills and/or training it should be in a position to do so without hindrance by the Union. I therefore recommend that the training program be left to management determination and initiative.

The secretaries in the system are also members of this same local union. The parties have taken some steps toward negotiating the contract revisions relating to secretaries, but have held the matter in obedience while the maintenance and cafeteria employees presented their positions. The Board has objected to concurrent presentation to the fact finder of issues concerning the secretaries for fear that confusion will arise.

To resolve the dilemma the Board and the Union have agreed that no action will be taken in this proceeding relative to the secretaries until the maintenance and cafeteria employees have had their contractual issues resolved. If following such resolution the matter of the secretaries reaches an impasse the parties have agreed that this fact finder reserve jurisdiction and may be recalled to hear testimony and make recommendations with respect to secretaries.

I therefore reserve jurisdiction concerning contract provisions involving secretaries in the school system until such time that the parties in the case indicate that the matter either has been settled or is awaiting hearing and recommendations.

I wish to thank both parties and their representatives for the thorough and courteous manner in which all issues were presented. I sincerely trust that these recommendations will result in a contract without further delay.



Leon Herman, Fact Finder

Southfield, Michigan
June 22, 1971