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STATE OF MICHIGAN  
DEPT. OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

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DEPARTMENT OF LABOR

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In the Matter of Factfinding:

ROCHESTER COMMUNITY SCHOOLS,

Public Employer,

-and-

Case No. D84-C-1003

ROCHESTER CUSTODIAL/MAINTENANCE/  
GROUNDS AND TRANSPORTATION UNION,  
AFSCME LOCAL 202, COUNCIL 25,

Labor Organization.

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REPORT OF FACT FINDER

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*Rochester Community Schools*

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REPORT OF FACT FINDER

The collective bargaining unit represented by AFSCME, Local 202, hereinafter referred to as the "Union", is composed of approximately 146 members who perform custodial, maintenance, grounds and student transportation services throughout the 16 buildings and attendant properties operated by the Rochester Community Schools, hereinafter referred to as the "School District".

The Union is divided between two departments, (a) the Custodial/Maintenance/Grounds Department, consisting of 71 employees, and (b) the Transportation Department, consisting of 75 employees. These are referred to as "representation departments".

School District Exhibit No. 1, identifies twenty-one (21) specific job classifications and the attendant hourly pay rates for both representation departments.

The most recent collective bargaining agreement between the parties expired by its terms on June 30, 1984. Bargaining relative to a successor agreement began on May 22, 1984, and although the parties have reached tentative agreement upon many subjects, two issues remain unresolved and have been submitted to the fact-finding procedures of the Michigan Employment Relations Commission.

The Michigan Employment Relations Commission, by letter dated March 12, 1985, designated the Hon. John B. Swainson as Fact Finder, and on Thursday, March 28, 1985, he met with Mr. Larry Westley for the Employer, and Mr. Billy J. Burling, for the Employees. The purpose of this pre-factfinding meeting was to ascertain if there was a possibility of agreement without fact-finding or a change in the position of the parties. After considerable discussion, the date of April 16, 1985, was set for the factfinding hearing. By mutual consent, this date was later changed to May 3, 1985.

On Friday, May 3, 1985, both parties were allowed to fully develop their respective positions on the two remaining unresolved issues, and further to introduce exhibits into evidence, and to examine and cross-examine witnesses. At the conclusion of the hearing, both parties were requested to submit written statements of the issues involved. This they have done.

The two unresolved issues are designated "Layoff and Recall", and "Transfer and Promotion", and will be dealt with

separately in this report.

#### LAYOFF AND RECALL

Presently in the current contract, (Article 9), seniority exists only within a specific job classification and thus the least senior employee within the affected classification is laid off when there is a reduction in the working force. The employee may "bump" an employee within some other job classification only if he also possesses seniority within that classification greater than the employee he wishes to "bump".

The School District proposes new language (School District Exhibit No. 2) that provides that an employee may utilize his district-wide seniority to "bump" the employee within his classification who possesses the least district-wide seniority. If the employee does not possess sufficient district-wide seniority to "bump" within his job classification, the employee may choose to "bump" the employee with the least district-wide seniority within the appropriate representation department providing the position is in a lower classification than the employee currently holds.

The Union proposes that an employee will first utilize his seniority within his classification, "bumping" into a lateral or lower position held by any less senior employee. If such a position is not available, the employee may use his district-wide seniority to "bump" any less senior employee within a lower or lateral classification within the representation department. The Union also proposes that mechanics and garage attendants, if laid off, would have the right to "bump" into the other representation department, and

any bus driver on the recall list shall be given the right to bid on a Custodial I position before the job is given to a new hire.

The Fact Finder recommends that the School District proposal be adopted and made part of the collective bargaining agreement. The School District proposal permits "bumping" within the representation department rather than only within classification as presently provided, and further preserves the custodial training program that has existed for many years by the utilization of substitute custodians, who are not included within the bargaining unit while substitutes, but provide a ready pool from which full-time bargaining unit custodians are hired. No persuasive evidence was offered by the Union to warrant a change in this type of training program.

In the matter of Recall, the Fact Finder recommends that until further bargaining would dictate otherwise, the current contract provisions remain in effect.

#### TRANSFER AND PROMOTION

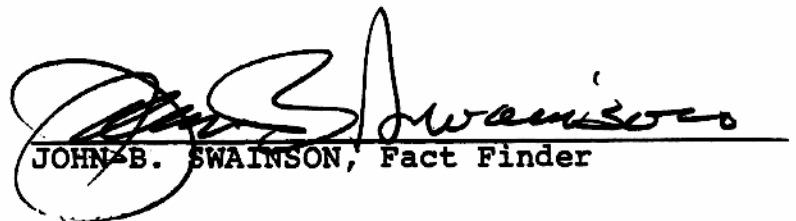
Article 10 of the current contract sets out the procedures dealing with transfers and promotion. Both the Union and the School District have offered changes in this article of the current contract. The School District in its Exhibit No. 6, and the Union in its Exhibit No. 3. The Fact Finder would recommend the language and changes contained in the School District Exhibit No. 6.

After a careful consideration of all the factors discussed, it would appear that the School District position would be the most workable, and at least for the length of the proposed contract (two years), should be tested against experience.

In conclusion, the Fact Finder has considered Union Exhibit No. 3, which is appended to the Fact Finding Brief submitted by the Union, dated May 17, 1985. This is a different Exhibit No. 3 than the Union Exhibit No. 3 submitted by the Union at the fact finding hearing on May 3, 1985.

Although the language would appear to be neutral in its application, the School District has not, to the Fact Finder's knowledge, indicated a position thereon, and therefore the Fact Finder will make no recommendation in regard thereto.

Respectfully submitted,

  
JOHN B. SWAINSON, Fact Finder

Dated: May 28, 1985