

1725

FF 10/30/69 K
191

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WARREN CONSOLIDATED SCHOOLS

-and

WARREN CONSOLIDATED ASSOCIATION
OF EDUCATIONAL SECRETARIES

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS DEPARTMENT

On October 9, 1969 the undersigned, Leon J. Herman was appointed by the Employment Relations Commission as ~~its~~ hearing 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, a hearing was scheduled and held on October 25, 1969 at the Warren Consolidated Schools Administration Building, 29900 Lorraine Boulevard, Warren, Michigan.

William Bigham, Associate Superintendent; David S. Romig, Melby Junior High School Principal; Jerry Monticello, Principal; Kingsley Sears, Director of Personnel; Frank Domagalski, Assistant Director of Elementary Education; John A. Candela, Personnel Assistant and Ronald Evans, Chief Accountant, represented the Board of Education.

Joseph Iskra, WCAES Representative; Jean Gorski, President; Marlene Kuzmicki, Chief Negotiator; Evelyn Borrow, Elementary Representative; Irene Donahue, Junior High Representative; Helen Daenens, Senior High Representative; Lillian Lessnau, Part Time Representative and Janet Irwin, Administration Building Representative, appeared on behalf of the Association.

Warren Consolidated Schools

At a mediation session on October 2, 1969 the issues separating the parties hereto were defined by Stanley Dobry, the Mediator appointed by the Employment Relations Commission. They were an increase in salary; two additional holidays; one and a half days per month sick leave; relief time of fifteen minutes morning and afternoon; payment for salary lost by virtue of jury duty; a paid one-half hour lunch period; and pro rata vacations. The Board's proposal of retention of the status quo as overtime payment was also raised as an issue although, according to Mr. Dobry, it had been satisfactorily agreed.

At the opening of the hearing I was advised that the Association had set a strike deadline of October 31st and that it would not agree to postpone this deadline until a report in fact finding could be delivered to them. Because of this, I advised the parties that I would give them an oral off the cuff decision immediately following the hearing and would confirm it by a formal report.

The Association asked for an increase in salaries which it computes will constitute 11.23% for the entire package. The Board's counter offer is computed at 10.96%. In view of the small difference between the parties, which could amount to only pennies for any individual secretary, I recommend that the Board's package be accepted at 10.96%. The increase in salaries shall take effect as to individual employees, as per the agreement of January 4, 1968 between the parties and apparent past practice on each employee's anniversary date.

The parties have been working in the past on a five step schedule. As the result of a review of the classification procedures among secretaries by an outside consulting firm, the parties agreed upon an eight step index. I recommend that this proposed eight step

index be adopted.. I have made no recommendation as to the salaries to be paid on each step of the index. I did instruct both parties to confer and if possible agree upon a step by step index showing a total package, including an increase of 10.96%. I further advised and I do hereby retain jurisdiction of the matter in the event the parties can not agree upon the salaries to be paid within the steps. If this is not done within a week from the date of hearing, each party is to forward its proposed index to me and I will then recommend the salary index I feel is fair and proper in the circumstances.

I should state at this point that the salary increase package proposed by the Board should result in equal and in many cases better salaries than those paid in a substantial number of school systems in the area..

The previous contract allowed an employee one week's vacation for the first year of service, two weeks for the second year and three weeks after six years.. This applied only to 12 month employees. It did not to a large group of 10 month employees who receive no vacation because of a written agreement dated January 4, 1968 between the parties whereby an increase in salary was granted to all 10 month employees and vacations were discontinued for employees working less than twelve months. The Association seeks now to eliminate this differential for 10 month employees and to gain them a vacation package.

I recommend that the vacation schedule for 12 month employees be the same as it was in the 1968-69 contract; that is, one week after one year, two weeks after two years and three weeks after six years. I feel the 10 month employees are in a different position. While they work eight hours per day, they take two months off each year, although they could work twelve months if they so desired and the

Board has stated that it will assign any 10 month employee who wishes it to a 12 month position. The offer was not accepted. Most probably these 10 month employees are women who have children in school and wish to spend the summer months with their families.

I recommend that 10 month employees working a full 8 hour day be granted vacations at one-half the allowance to 12 month employees; in other words, one half week for one year service, one week for two years service and one and one-half weeks for such employees with six years of service; and in the circumstances, that they be paid in cash in lieu of time off.

There are in the school a number of employees who work less than eight hours per day, some as little as four and five hours. These are in effect part time employees who in normal circumstances would not receive vacations. I do not recommend that any vacation be granted to them.

The employees in the Association presently receive eleven holidays per year; Labor Day, Thanksgiving, Christmas Eve and Christmas Day, New Years Eve and New Years Day, Good Friday, Easter Monday, Memorial Day and, for 12 month employees, July Fourth. They now ask that the day after Christmas and the day after New Years also be considered a holiday. The reason for the request is obvious. In 1969 both Christmas and New Years Day fall on Thursday. From years of experience I can personally testify, and I am sure the administration will agree, that no employee puts in a worthwhile day's work on a Friday after a holiday. It is also usual that the absentee rate runs extremely high on that day.

I therefore recommend that the day after Christmas and the day after New Years be granted as a holiday to the secretaries only in such years as Christmas and New Years fall on a Thursday; otherwise the day after those holidays shall be a regular work day.

Some of the secretaries receive a 1 hour lunch period; others 1/2 hour. In either case they work only eight hours for the day. They ask that the secretaries be paid for a 1 hour lunch period.

The Board objects to this proposal on the ground that it is payment for time not worked and that it is generally an extremely rare thing that employees are paid for their lunch hour. I agree with the Board and recommend that no paid lunch hour be granted.

The last contract between the parties provided for ten days of sick leave per year for 10 month employees and twelve days for 12 month employees, the equivalent of one day per month. The Association asks that this be increased to fifteen and eighteen days.

The Board has objected to the proposal primarily on the ground that absenteeism has been running unusually high and that an increase in sick leave days would only increase the percentage of absenteeism.

The Board has signed a contract with the teachers in the system allowing sick leave of one day per month with the addition of another day if the year has been fully worked. I recommend that the same provision be incorporated in the secretaries' contract.

The Association asks that overtime be paid at the rate of time and a half over eight hours per day and over forty hours per week, and that double time be paid for Sunday. The Board declared that it had no great objection to double time for Sunday and did agree to payment of time and a half over eight hours per day and forty hours per week. I therefore recommend that the secretaries be

be paid time and a half for all time over eight hours per day and all time over forty hours per week, such payment not to be duplicated, and that double time be paid for work on Sundays.

The Association has asked for twenty minutes relief time morning and afternoon, although I understand that during mediation it was reduced to fifteen minutes. The previous contract provided for ten minutes morning and afternoon.

It is not contradicted that the relief time for secretaries is not policed too closely. Secretaries are not tied down to a room or position the way a teacher is when in front of a class. The relief time problem appears to me to be an extremely minor one. No infraction has ever been disciplined in the past. There have apparently been some informal verbal reprimands but presumably these were for excessively long relief periods.

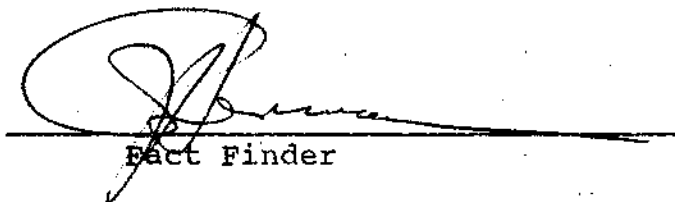
I recommend that relief time be twelve minutes morning and afternoon.

The employees ask that in the event they are called for jury duty, that they be paid the difference between the juror's fee and their salaries. It is a fact that no one in the system has ever been called for jury duty except for one girl who was excused. The cost to the Board apparently would be minimal.

I therefore recommend that secretaries called for jury duty be paid the difference between the juror's fee and their salary to a maximum of thirty calendar days.

I appreciate that the secretaries are not too well satisfied with the disposition I have proposed of their demands. I would like to remind them that fact finding is not designed for the purpose

of giving employees everything that they may ask for. Its purpose is to determine what is fair and reasonable, both within the system itself and in the light of contracts negotiated in similar districts in the area. My own feeling is that I have given them substantially what they asked for with a few minor deviations. At the same time I have tried to be fair to the Board which is also the duty of a fact finder. It is my province to propose an agreement which is fair to both sides, reasonable in content, and viable in effect. I think that my proposals will result in a contract that both parties can live with satisfactorily.



Fact Finder

Dated: Southfield, Michigan
October 30, 1969