

2204

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact Finding
between:

Teamsters Local

**Employee Organization
(Union)**

Case No. L06 F-8001

-and-

Lenawee Intermediate School District

**Before Fact Finder
*Harry W. Bishop***

**Public Employer
(Employer)**

APPEARANCES:

FOR THE EMPLOYER

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FOR THE UNION

**Michael Landsiedel
Business Representative
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**Witness:
John Hollenbecker**

BACKGROUND

The Lenawee Intermediate School District's Board of Education is the governmental unit responsible for the planning and development of the system of special education programs and services in the Intermediate School District, as authorized by the Michigan State Legislature in the Revised School Code. As part of that responsibility, the Board of Education provides administrative and financial support to local public school districts operating in the Lenawee Intermediate School District for their operation of special education programs and services

The financial support provided to local Districts must be distributed in a legal and equitable manner. The administrative procedures for distribution of ISD funds shall meet minimum state standards of local contribution and follow an "added-cost" concept. This will assure the non-discriminatory expenditure of funds and maintain local ownership in the programs. The distribution must be responsive to changing circumstances, grounded in allowable cost, maintain the fiscal integrity of the ISD, and include appropriate budget control measures. The distribution formula and related administrative procedures must encourage the development of a full continuum of placement options available to students with disabilities regardless of the location of their homes in the Intermediate School District. When the LISD must prorate its reimbursement, the local District paid tuition must assure full added-cost reimbursement to local Districts operating regional classrooms, in accordance with required contracts, provision of special education to non-resident handicapped students.

The last collective bargaining agreement between the parties expired August 31, 2006. Negotiations, including mediation, for a successor agreement to this date have not been successful.

The Michigan Employment Relations Commission (MERC) received a petition for fact finding on April 27, 2007. The petition listed five issues still unresolved. The fact finding hearing was held on August 14, 2007 at the offices of the Lenawee Intermediate School District. At this hearing it was determined the parties had settled three of the five outstanding issues in dispute. Two issues remained to be resolved before an agreement could be reached on a new collective bargaining contract.

The parties are to be commended for resolving three of the five outstanding issues submitted to MERC. The remaining unresolved issues are as follows: Overtime and Run Time.

OVERTIME

The present language in the expired contract regarding this matter reads as follows:

ARTICLE 37

OVERTIME

Section A: Time and one-half (1 ½) shall be paid after eight (8) hours in any one work day. All other overtime shall be paid in compliance with state law. For the purpose of computing overtime, the work week begins at 12:01 a.m. on Saturday, and ends at 12:00 p.m. on Friday.

Union Position

Continue the above cited language

Employer Position

Time and one-half shall be paid after a forty (40) hour work week

RUNTIME

The present language in the contract regarding this matter reads as follows.

ARTICLE 43

Paragraph D: Driver paid time will not be adjusted for temporary absence (defined as student caused such as illness or vacation) of a student up to 10 consecutive workdays. However, the maximum time paid beyond the actual time of the run shall not exceed (15) minutes. It is the Driver's responsibility to inform the Transportation Department of extended student absence. Effective September 1, 2005, driver paid time will not be adjusted for a temporary absence of a student up to 7 consecutive workdays.

Effective January 1, 2005 all new drivers hired by the LISD will be paid on actual drive time. This, however, does not effect the minimum paid times for the AM, PM or noon runs as defined in Article 23, Section H.

DISCUSSION

The fact finding hearing was very informative. The Employer and the Union presented the issues in dispute clearly and each presented exhibits which I have reviewed carefully. The transportation of special education students is a serious responsibility for the Intermediate School District and for each of the bus drivers who pick up and return these students to their homes.

Bus drivers who transport children to school are required to have certification, training and endorsements far in excess of the requirements for Michigan drivers license. Bus drivers who

transport special education children have to meet additional requirements. The job of transporting special education students places a great responsibility on the driver.

The exhibits provided by the Employer noted that some of the figures were estimates and did not include the three lowest seniority special education bus drivers (Employer's attachment 6). From the exhibits, the approximate amount paid to the Union special education drivers at about \$253,000. This would include the three lowest seniority drivers.

By eliminating the runtime language in the contract, the Employer estimates a cost reduction of about \$28,000. We note that previous contracts have reduced the runtime language from 30 days, to 15 days to 10 days to the current Union position as outlined under issues. We also note that the Employer's current proposal on this issue would result in approximately a ten percent reduction in income for the special education drivers.

In addressing the overtime issue we find that the Employer's proposal to reduce the overtime pay from working in excess of eight hours a day to working in excess of forty hours per week would result in an Employer cost reduction of \$27,000. The Employer's proposal, if implemented, would result in approximately another ten percent cut in pay for the special education bus drivers.

Fact Finder Recommendations

Runtime Issue

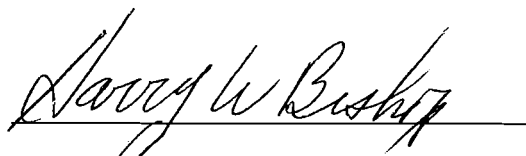
There has been a steady reduction in the past few contracts on the number of days of runtime that can be used in computing the formula for this benefit. This has caused a considerable reduction in benefits for the special education bus drivers. The language in the last expired agreement prohibits employees hired after January 1, 2005 from receiving a runtime benefit. At this time, three bus

drivers for special education students do not receive runtime benefits. If the present language in the expired contract continues, the runtime benefit will cease to affect any bus driver of special education students in the future. **The fact finder recommends the adoption of the Union's proposal on the issue of runtime.**

OVERTIME

The Employer relies on the State requirement that overtime is based on hours worked in excess of forty (40) hours per week. The language in the expired agreement contains the Union's position of overtime pay for hours worked in excess of eight (8) hours per day. The Employer's exhibits show that overtime pay for employees in excess of forty (40) hours per week is the norm for school employees in the area. The Union's exhibits show that the eight (8) hour overtime provision for bus drivers of special education students does occur in several school districts.

In addition, the State standard for overtime pay is a minimum standard—just as the State has a standard for minimum pay (which neither the Employer or Union is advocating). Certainly the Employer has other managerial ways to deal with what it views as excessive overtime costs. **The Fact Finder recommends that the Union position on overtime be maintained.**



Harry W. Bishop, Fact Finder

Sep 13, 2007

EXHIBITS

Employer's Exhibits

1. BOARD POLICY - REIMBURSEMENT
2. UNRESOLVED ISSUES IN DISPUTE
3. BARGAINING HISTORY
4. HIDDEN PAYCHECK
5. LISD COST SAVING EFFORTS
6. ACTUAL TIME vs.RUN TIME
7. OVERTIME - 8 HOURS VS. 40 HOURS
8. LENAWE COUNTY COMPARABLES
9. WAGE HISTORY
10. NEWS ARTICLES

Union's Exhibits

1. FACT FINDING PETITION AND RELATED MATERIAL
2. OPENING STATEMENT
3. CONTRACT
4. OUTSTANDING ISSUES
5. PRESENT CONTRACT LANGUAGE - OVERTIME
6. PRESENT CONTRACT LANGUAGE - RUN TIME
7. COMPARABLES
8. MISCELLANEOUS