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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
LABOR MEDIATION BOARD

In the Matter of

CLIO AREA SCHOOLS

-and-

GENERAL DRIVERS UNION, LOCAL 332  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

On January 30, 1969 the undersigned, Leon J. Herman, was appointed by the Labor Mediation Board 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 Board's regulations. Accordingly, and upon due notice, hearings were scheduled and held on March 6, 1969 at the Clio Schools Administration Office, 430 Mill Street, Clio, Michigan.

Alan Luce, Personnel Consultant; Arlow Gould, Business Manager, Donald H. Woolson, Personnel Director; Robert W. Cornwell, School Board Member; and Jack C. McConkey, School Superintendent, represented the Board of Education.

Link Randall, Jr., Business Agent and Recording Secretary, Local 332; Sarah Schlink, Committeeman; and Russell Kilburn, Committeeman, appeared on behalf of the Union.

The parties have been negotiating for a contract to cover the school busdrivers represented by Local 332 of the Teamsters Union. Since the opening of school in September, 1968, they have agreed

Clio Area Schools

upon a number of material items. The rate for transporting kindergarten children has been settled at \$4.00. The rate for field trips per driver is to be \$2.25 per hour plus certain incurred expenses in the event the trip is extended. An \$18.00 per year allowance is to be allotted for washing and cleaning buses, and a six day sick and funeral leave allowance has been granted, to include one day for personal leave. The contract when signed is to be retroactive to September 1, 1968.

Still in dispute is the wage schedule for the drivers. In 1967-1968 the school system paid the bus drivers at the rate per run, morning or evening, of \$3.75 for the first year of seniority; \$4.00 the second year; \$4.25 the third year; and \$4.50 the fourth year. The drivers were paid for 195 days per year although they operated only 181 days, less such days they could not run because of acts of God or because of school conferences which caused the closing of the schools.

In this current year a Middle School has been opened. The High School run requires more driving time than the Middle and Elementary School runs and the School Board believes that a higher rate should therefore be paid to the High School bus drivers.

The school has offered to the bus drivers an Elementary and Middle School rate of \$4.25 for the first year; \$4.50 the second year; \$4.75 the third year; and \$5.00 the fourth year. To the High School bus drivers it has offered \$5.25 the first year; \$5.50 the second year; \$5.75 the third year and \$6.00 the

fourth year. Each run takes approximately two hours, so that the hourly rate may be roughly computed by dividing the fee for the run in half.

The Union has asked an Elementary and Middle School first year rate of \$5.50 per run plus \$.75 for garage time, a total of \$6.25 per run. For the High School run it asks \$7.75 per run including the garage time.

The total cost of the 1967-1968 bus driving economic package was \$57,065.98. It is estimated that the proposed 1968-1969 package offered by the School Board would total \$63,602.83, an increase of 11.4% over last year's costs. The package requested by the Local Union would cost, by School Board estimates, \$82,044.82, an increase over last year of 43.27%.

The Union has also suggested and the Board has tentatively accepted that the buses be pooled in a central pool. The Union's intent in making this proposal is to eliminate the bus driver's task of cleaning the bus in the morning, removing frost and clearing snow from the driveway, as has to be done when the buses are taken home by the drivers. I believe the School Board in accepting the proposal had no intention of eliminating the cleaning and frost removal operation by the drivers, although I assume that they expect to provide snow removal service.

The Union points out that some surrounding schools pay a higher scale of wages than does Clio. Carmen pays \$2.91 per trip, Genessee \$3.50, Lakeville \$3.30 and Westwood Heights \$3.50. It points out that a dump truck driver gets \$4.24 an hour and believes that these drivers are also entitled to a higher rate of pay.

The Board on the other hand points out that it has a state equalized valuation per child of \$7,443. It ranks nineteenth among the twenty-one Genessee County districts with an average state equalized valuation of \$14,770. It presents a schedule of rates of pay in other schools showing that Carmen pays \$2.91 per run as stated; Davison pays a schedule run of \$2.60 to \$3.00. Westwood Heights pays \$3.50 per run of 1-1/2 hours and Lakeville \$3.30 per run and Swartz Creek \$3.00 per run. Others pay on an hourly rate varying from \$2.20 to \$2.80 or a mileage rate. Two schools allow four paid holidays; five of the schools pay for 180 to 189 days per year; six pay for no extra time whatever. Sick leave allowances vary from nothing to 6 to 12 days per year. All school systems require the drivers to clean their buses. Carmen and Davison also require the cars to be washed and Grand Blanc, Goodrich and Lakeville expect the drivers to gas up their own buses.

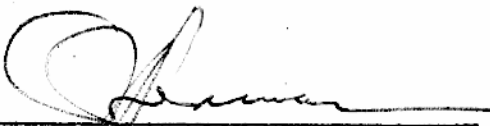
Obviously, comparison with other schools, under widely varying conditions, offers little help in this controversy. The Union points out that the school system's budget provides for a \$68,000 outlay for bus drivers salaries and \$5,000 for a supervisor who does not and never has existed. The School Board replied that its economic package will equal almost \$64,000 for the year and that the \$68,000 provision was made because 27 bus drivers were to be put on the payroll and actually only 25 are used. The \$5,000 salary provision for a supervisor was put into the budget because if one were hired it would be reimbursed through State Aid. There is no supervisor and the school does not intend to hire one, so the \$5,000 will never be forthcoming by way of State Aid reimbursement.

I find as a fact that the Union's request for a wage increase is excessive and one which the Board cannot possibly meet under its economic circumstances. I also find as a fact that the School Board can pay a somewhat higher schedule of compensation to the drivers without seriously affecting its current budget position. I also find as a fact that the low first year rate which the school has established is unreasonable, in that first year drivers do not require a full year to learn to operate and maintain a bus.

As to beginning drivers, I recommend that the probationary period for a driver be limited to 90 days. I further recommend, however, that each new driver be directed to attend during that 90 days, in order to warrant payment as a skilled driver, the 12 hour training course provided by the state in its Bus Driver's Training School. Upon satisfactory completion of the 90 day trial period and of the course in training sponsored by the state the drivers should automatically step up to the second year compensation schedule.

I recommend that the second, third and fourth year compensation schedule be increased by \$.25 so that the drivers receive \$4.75, \$5.00 and \$5.25 on the School Board's Elementary and Middle School proposal. For the High Schools, I recommend that the rate be \$5.75, \$6.00 and \$6.25. I calculate roughly that this would mean an increase in cost to the School of \$2,500 to \$3,500 over its proposal, which would still keep it within the 1968-1969 budget. I further recommend a three-year contract and that the rates for the second and third years be increased 6% each year.

I make no recommendation as the central pool. If the parties can agree upon the manner in which the pool is to be set up and what the bus drivers are to do with relation to the pool then it may be feasible to arrange it. If they cannot agree upon such terms, I recommend that the current procedure be continued through the term of the contract.

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Leon Herman, Fact Finder

Southfield, Michigan  
March 21, 1969