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BY APPOINTMENT OF

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THE

EMPLOYMENT RELATIONS COMMISSION
STATE OF MICHIGAN

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In the Matter of Fact Finding Between

DEARBORN BOARD OF EDUCATION

-and-

DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION

-and-

DEARBORN SCHOOLS EMPLOYEES INDEPENDENT UNION

RECEIVED
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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

Dearborn Public Schools

REPORT

Introduction

Until 1968 operating engineers were among those non-instructional employees of this school district represented by the Dearborn Schools Employees Independent Union (hereafter called DSEIU). On May 3, 1968 the Dearborn Schools Operating Engineers Association (hereafter called DSOEA) filed a petition seeking to carve out the operating engineers from the established bargaining unit. On October 31, 1968 the Michigan Employment Relations Commission issued its Direction of Election, finding that engineers and assistant engineers were supervisors within the meaning of the Public Employment Relations Act, had the necessary close common community of interest, and constituted an appropriate unit for collective bargaining which was described as:

> *All engineers and assistant engineers classified by the Employer as Engineer A, B, C, D, or E, EXCLUDING all other supervisors, teaching personnel, and all other employees.*

DSOEA won the election in this unit and was certified.

Prior to this representation proceeding the renewal of a collective bargaining agreement between the Board and DSEIU resulted in the

David G Heilbrun
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following new language under ARTICLE VIII - WORK ASSIGNMENTS, as Section 8f.6.:

> *The Employer agrees to attempt to equalize overtime over the period of this Agreement among employees of the same classification who are also in the same building.*
>
> *(For the purpose of this clause firemen and engineers shall be considered as the same classification.)*

This provision was continued in the DSEIU contract for the 1968-69 school year with the result that DSOEA filed an unfair labor practice charge on April 3, 1969. On August 11, 1969 the Trial Examiner's Decision and Recommended Order was issued containing the conclusion that the Employer was precluded from bargaining on the subject of overtime pay during the pendency of the DSOEA petition. It was recommended that the Board cease giving effect to Section 8f.6. and that it bargain with both labor organizations " ... as to the amount of overtime pay to be received by the members of either unit." No exceptions were filed by any party and the Commission adopted the Trial Examiner's recommendations by its Decision and Order dated September 8, 1969.

Meanwhile the underlying Direction of Election had been challenged by the Board through leave to appeal filed November 19, 1968 with the Michigan Court of Appeals, Division I. After granting the application for leave to appeal the Court issued its decision on February 26, 1970 enforcing the Direction of Election on the basis that the engineers and assistant engineers were supervisory public employees and entitled to separate representation by applicable law.

Against this background the question of how overtime work should be allocated between firemen and engineers has constituted a cloud over the negotiations with each labor organization. Meetings held during the latter months of 1969 and early months of 1970 failed to resolve the matter. In May 1970 mediation services were secured in a further effort toward resolution. This proceeding was initiated by the Board's application for fact finding in which the respective positions of the labor organizations were summarized.

DSOEA's position was that its members were responsible for the function involved and should therefore allocate overtime at their own discretion. DSEIU's position was that the work in question was regularly performed by its members, thus warranting a sharing or equalization of overtime.

Facts

The dispute relates to operational and maintenance work at the 32 buildings of this school district. Of the 19 elementary schools 17 have a single engineer assigned to them for typical day shift hours. Salisbury Elementary School has no engineer as it is immediately adjacent to Adams Junior High. Miller Elementary School (in which the Board's administrative offices are housed) has both an engineer and a fireman. Eight of the junior high schools have an engineer assigned to them for the day shift and a fireman for afternoons. Lowrey School currently has an engineer and an assistant engineer covering days and afternoons, respectively. Until March 1970 Lowrey had a midnight shift fireman but that position was phased out and former encumbent Earl Milligan has since functioned as a relief fireman. Dearborn High, Edsel Ford High, and Fordson High each have one engineer, one assistant engineer, and one fireman covering the day, afternoon, and midnight shifts, respectively. At Henry Ford Community College there is an engineer, an assistant engineer, and a fireman on the day shift, two firemen on afternoons, a fireman on midnights, and a swing fireman to cover all shifts.

These personnel are responsible to their building principal (to the controller at Henry Ford Community College) and to the supervisor of operations, Michael Bornyasz. Each is also licensed by the Buildings and Safety Department of the City of Dearborn according to his individual qualifications and knowledge.[1]

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1 *Licenses are available for refrigeration, low pressure boiler operator, high pressure boiler operator, third class engineer, second class engineer and first class (unlimited horsepower) engineer.*

At each school building the engineer bears primary responsibility for its operating condition. His duties are to plan and assign work as the supervisor of lower classified licensed personnel and the custodial work force. In the buildings where the firemen are assigned they check and operate equipment and continue the supervision of the custodial work force on their shift. The fireman classification is simply on a system-wide basis while there are currently seven classifications for engineer.[2] Details of the duties and qualifications for firemen and engineers can be found in semi-official job descriptions originally written 20 years ago. Here the distinctions are drawn as to the straight Class A through Class E engineers in terms of the building to which they are assigned and the type of license required. Basically the Class A engineer functions at the high school, the Class B engineer at the junior high school, and Classes C, D, and E are utilized for other purposes, such as elementary school engineers and assistant engineers. The separate classification for Fordson is based on the coal-burning heating system at that building.

A special situation obtains at Henry Ford Community College which is the Board's newest facility. In size and manner of operation the Community College is radically different from the regular school buildings. The campus consists of seven buildings with a powerhouse, garage, and motor generator room. Heating is provided by a high pressure steam system and there is also an air conditioning system. Extensive checking and inspection is constantly necessary, including that required in the tunnels and the 12 fan rooms. It is particularly important at this facility to anticipate and plan off-season repairs. Edmund Upplegger, holding the highest classification of Engineer A(HFCC), works the day shift of 7:30 a.m. to 3:30 p.m. with an assistant engineer and fireman. On afternoons one fireman is assigned to the powerhouse and another to general equipment control. The duties of

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2 *These are Engineer E, Engineer D, Engineer C, Engineer B, Engineer A, Engineer A(Fordson) and Engineer A(HFFC).*

the midnight shift fireman embrace all equipment and the powerhouse while the buildings are on "night control." Major snow removal is done on the midnight shift, although clearing of sidewalks may occur as necessary during the day and afternoon shifts. During the heating season the midnight shift fireman is on a 7-day basis as contrasted with his off-season work week of Sunday night through Friday morning.

While overtime work might of course occur as an extension of normal duties this case focuses on two particular functions. These are "building check" and "permit time." All buildings of the school system are subjected to weekend building checks. At the regular school buildings this means that on both Saturday and Sunday a person is occupied for 2 hours each day checking the building and immediate grounds for security purposes and satisfactory operation of equipment. Because of its size and complexity 4 hours is allocated for this purpose at Henry Ford Community College. Permit time means the span of hours during which a group or activity will utilize a school building pursuant to approval secured through the business office. The largest single user is the city's recreation department.

The manner of handling building check and permit time has not been uniform throughout the school buildings. While building checks are typically performed by engineers at the various elementary schools the function has been shared with custodians and this was particularly commonplace at the DuVall and Nowlin schools in past years. A fairly natural sharing of building check and permit time has existed between the engineer and fireman at the various junior high schools. The staffing of licensed personnel at the high schools has varied over the years. Traditionally firemen have been assigned to Fordson while at the new Dearborn High the first fireman was assigned in 1968 to what was actually intended as a combination fireman-groundsman classification.

The original 1967 agreement for the equalization of overtime resulted in reports on the subject being periodically furnished to

DSEIU. Sporadic complaints of non-equalization were made in specific situations but data was largely inconclusive and the complaints were not acted upon. While the Board's basic records of overtime usage are disputed on grounds of accuracy and interpretation, there are certain patterns to be discerned. First there is a general pattern of sharing at the junior high level. In some reporting periods the engineers had more overtime while in others the firemen did. At Smith Junior High the engineer consistently had more overtime shown, while at Adams it is the fireman. At Woodworth Junior High the fireman has practically no overtime because he declines to perform building checks. At the high schools both the engineer and assistant engineer have consistently more overtime recorded than the firemen with whom they work. The situation at Henry Ford Community College is fairly clear as a reflection of practices in effect at that facility. There the engineer and assistant engineer do all building check work while overtime associated with permit time is distributed among the five firemen. Because of the regularity of building checks and the fact that each one lasts for 4 hours the overtime accumulation of the engineers at Henry Ford Community College is substantially and consistently higher than that for any fireman.

Contentions

The Board's position is that of willingness to consider any arrangement on the allocation of overtime that does not involve additional cost or impinge on the Board's management rights. Further the Board prefers that building check time at Henry Ford Community College be allocated to engineers because of the special circumstances at that facility.

DSOEA contends that the handling of overtime stemming from building check and permit time should remain an undelegated supervisory responsibility of its members. It is further contended that no historical equalization of these types of overtime had occurred or had been intended. While conceding that overtime was voluntarily

shared at certain buildings DSOEA contends that the issue has been artificially created and that no "real push" to equalize overtime occurred until after the engineers severed from the bargaining unit.

DSEIU contends that its members are qualified and are able to perform building checks and permit time work; that such duties are well within the original job description of firemen; that such sharing has traditionally occurred in 90 percent of the buildings where firemen are assigned; and that the Board has recognized the right of firemen to share equally in this type of overtime by reason of the original contract language on equalization. It is further noted that firemen are the highest classified personnel in charge of the building during the frequent non-school hours when security is most important and more numerous custodial employees are present to be supervised. The argument of DSOEA as to its members' right to assign overtime is challenged on grounds that such is a retained power of the Board which cannot be usurped by this particular group of supervisory employees.

Discussion

The Trial Examiner originally wrote of this matter:

> *As a result of a situation where members of a [supervisory] bargaining unit have the authority to assign overtime to themselves and non-supervisory employees an unusual situation arises as to whether or not the Employer must bargain about how much overtime pay will be received by the supervisory employees.*

To approach an analysis of this case it is first necessary to set forth the principles which I believe are controlling and to distinguish it from related types of labor relations law problems. In the first place I feel obliged to follow principles of *res judicata* in meticulously accepting the litigation posture of the case exactly as I find it. Thus the disposition of Cases Nos. R68 E-162 and C69 D-32 form the framework for my recommendation. Of particular significance is the Trial Examiner's observation that successful establishment of a bargaining unit by DSOEA would mean that " ... the engineers would be bargaining for the amount of overtime pay to be received by themselves."

A specific body of law has evolved where foremen are customarily found included with rank and file bargaining units such as in the printing, maritime, and construction industries. Participation in union affairs by high-ranking supervisors has long been established as unlawful interference[3] and this rule has been extended so that even "minor" supervisors should not participate as members of a union negotiating committee.[4] Difficult balances[5] must sometimes be struck in order to preserve an individual's rights of organization while yet maintaining properly defined bargaining units. This is illustrated by the case in which a person functioned as a supervisor only for a 4-month seasonal period with the result that he was included in a unit of non-supervisory employees for that part of the year in which he was non-supervisory, and further he was allowed to vote. *Schoolcraft County Road Commission*, Michigan Labor Mediation Board Case No. R66-C-111, 1966, 64 LRRM 1325. In a contrasting case involving a school district the head custodian was held to be a supervisor and the bargaining unit was clarified to exclude this position. *In re Benton Harbor Board of Education and Local 953, AFSCME*, Michigan Labor Mediation Board Case No. R-65 J-238, 1966, Michigan Labor Opinions 380 (October 26, 1966)

Thus the earlier proceedings before the Employment Relations Commission and the Court do not collide with any recognized legal theory concerning the handling of supervisors' rights of organization

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3 *Nassau and Suffolk Contractors Association, Inc., 118 NLRB 174, 40 LRRM 1146*

4 *Mon River Towing, Inc. v. NLRB, 73 LRRM 2081. See also City of Hazel Park, Michigan Labor Mediation Board Case No. C66-B-10, 1966, 63 LRRM 1001*

5 *A union representing supervisory employees was held to be a labor organization representing employees in an industry affecting commerce within the meaning of Section 301 of the National Labor Relations Act as amended. Isbrandtsen Co. v. District 2, Marine Engineers Beneficial Association, 256 Fed. Supp. 68. Case and subject also discussed in "Recent Decisions," 42 Notre Dame Lawyer 534*

and the two bargaining units here involved can well exist side by side.[6] The matter is well defined in "Selection and Certification of Representatives in Public Employment," Proceedings of New York University-Twentieth Annual Conference on Labor, in which at page 285 Arvid Anderson writes:

> *The issue of supervisory employees is a much more complicated question in the public sector than in private employment. A significant question often raised with respect to supervisors in public employment is whether they have a community of interest with the employees whom they supervise that outweighs any conflict of interest that they might have in direction of the work force. (emphasis supplied)*

The engineers sought and obtained exclusive representation by their organization DSOEA. The significance of this is discussed in "Exclusivity, Necessity of Elections, and 'Union' Security Agreements under New York's Public Employees' Fair Employment Act," Peter T. Van Dyke, 32 Albany Law Review 138, at page 140, where it states:

> *The main advantages of exclusive recognition is that the employer will have to deal only with one bargaining agent for a given unit of employees. Exclusivity also enables the employees to present a united front in dealing with the employer, and it prevents inter-union competition. With exclusive bargaining, compromises are more likely, because a union knows that if it yields a point, it, rather than a competing union, will be the recipient of corresponding concessions.*

Once a two union situation has been validly achieved it sets up the possibility of labeling the problems which arise between them as a "jurisdictional dispute" or a "raiding" situation. True jurisdictional disputes were made subject to affirmative and specific award as between competing unions in *NLRB v. Radio and Television Broadcast Engineers Union, Local 1212, IBEW*, 364 US 573, 1961, ("CBS" case).[7] Among the early decisions thereunder was *Jones Construction Company*, 135 NLRB 1402, holding that each decision should be made an

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6 *The multiplicity of possible unit and unit placement determinations is illustrated in "Public Employee Labor Law," Daniel P. Sullivan, The W. H. Anderson Company, pp. 49-54, in which many decisions of the Michigan Labor Mediation Board are shown.*

7 *Cases and subject discussed in "What Is the Current Status of Work Assignment Disputes?" 16 Labor Law Journal 270, Charles T. Schmidt, Jr.*

act of judgment based on common sense, experience rather than precedent and in reliance upon "relevant factors." Among these relevant factors were skills and work involved, certifications, company and industry practice, agreements between unions and between employers and unions, assignment made by the employer, and consideration of efficient operation of the employer's business. The "jurisdictional dispute" theory has a superficial appeal because of the extensive manner in which the testimony in this case covered the "relevant factors" just specified. On the other hand this approach cannot properly be used since DSEIU is not claiming all the work in question and DSOEA does not intend to foreclose the other union entirely. Neither is there any significant guidance from disputes decided under the "no-raiding" procedures followed by AFL-CIO affiliates.[8]

The Employer casts itself as a neutral practically inviting the technique of coordinated bargaining.[9] While this has been approved and other answers can be found in the multi-union situations,[10] it is scarcely an answer in this case. Furthermore, it is improper for an employer to insist to the point of impasse as a mandatory matter that two unions certified for separate bargaining units bargain jointly with it even where close questions of employee interchange exist. *F. W. Woolworth Co.*, 72 LRRM 1465

DSEIU notes that firemen are in charge of school buildings when the engineer is not on duty and there are considerable non-instructional custodial employees. I cannot however accept the argument that is made from this point since it is still the engineer that has the supervisory

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8 *IAM v. Operating Engineers*, 51 LA 464 (D. Cole); *Machinists v. Operating Engineers*, 51 LA 1218 (D. Cole); *IUOE v. Firemen and Oilers*, 52 LA 323 (D. Cole); *AFSCME v. Operating Engineers*, 52 LA 1312 (H. Kleeb); *Firemen & Oilers v. Operating Engineers*, 53 LA 926 (H. Kleeb); *Longshoremen v. Firemen and Oilers*, 55 LA 514 (D. Cole)

9 *General Electric Co., 173 NLRB No. 46, 69 LRRM 1305 (enforced with modification at 412 Fed. 2d 512, 71 LRRM 2418)*

10 *See S. D. Warren Co., 144 NLRB 204 where ultimate certification was of a "Joint Representative."*

responsibility for the work force. The original Direction of Election in this matter pointed out that were the engineers not deemed supervisors " ... there would be no supervision of fireman, custodians or janitresses." The question is therefore how much supervision need be present. In view of the unskilled nature of the work and the essentially serene surroundings in which it is performed I believe that the custodial work force is touched with as much supervision as it can effectively absorb from the engineer of the building. I recognize that the fireman probably functions as a lead man but this situation is typical in bargaining units and consistently held not to be a true supervisory function.[11] Furthermore the logical extension of this argument would place the fireman as supervisor in a non-supervisory bargaining unit contrary to law as pointed out by the Court of Appeals in its opinion, stating "... they [supervisors] shall not be included in a bargaining unit containing non-supervisory employees in the same plant or business enterprise."

A second defect in DSEIU's position is its continued reliance on the terms of Section 8f.6. as originally written. The possibility of a severance or other significant representation election serves as an implied condition of all labor contracts.

DSEIU's position is vulnerable in the sense that 8f.6. might not autommatically survive the severance of the engineers in the same way that a union security (with check-off) clause will not survive unseating of one labor organization by another in a valid secret ballot election.[12]

The fallacy in the DSOEA position is the failure to acknowledge

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11 *Stewart & Stevenson Services, Inc., 164 NLRB 741, 65 LRRM 1314*

12 *Penn Cork & Closures, Inc., 156 NLRB 411, 61 LRRM 1037 (enforcement granted 376 Fed. 2d 52)*

that its members must take the good with the bad.[13] While entitled to separate representation for the reasons set forth most fully in the Court of Appeals decision the engineers do not necessarily have a locked-in entitlement to former perquisites. Specifically I do not see why the random and somewhat inconsistent manner in which overtime has been assigned in the past by engineers should be viewed as a privileged and protected aspect of their jobs. To the extent that they are supervisory they must defer to the overall managerial needs of the employer. Here the need is to resolve this dispute and the past practice of overtime assignment may be sacrificed in whole or in part to that greater interest. The analogy in private employment is the lack of protection for supervisors who engage in union activities inimical to the employer's interests and are in many instances subject to outright discharge for it.[14]

This case is an outgrowth of concepts termed "appropriate unit" and "unit placement." But it is only an outgrowth because the solution must go deeper than what is ordinarily done in such cases--deeper because this is the state of things found to exist. The background is one of variation, accommodation, privilege, anachronism, and inconsistency. This is all within a framework of a quietly changing work context. The Dearborn School System is essentially stable. The Thayer and Roulo schools referred to in the job description exhibits which I received no longer exist and minor changes have been made at Salina and Lowrey based on shifting of student population and need.

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13 *In a case affirming the right of a municipal commission to assign work formerly performed by members of plaintiff union to another union the court construes Oregon law relating to "Collective Bargaining: Public Employment" (Oregon Revised Statutes 243.730) and held in its opinion:*

> *The statute is not a guarantee that unionized employees will be successful in all their demands or that they will automatically retain all privileges previously enjoyed. Stearns v. Commission of Public Docks, 64 LRRM 2627, a p. 2631*

14 *Palmer Paper Company, 180 NLRB No. 156, 73 LRRM 1239*

On the other hand efforts toward merger or amalgamation of the school district have failed and Howe Elementary School survived the recent rumor that it would close.[15]

This case needs a rationale for the allocation of basic duties by the best available measure. I believe this measure should be the application of meaningful job content to a specific school building or group of buildings. This partially finds support in the last collective bargaining agreements with both DSOEA and DSEIU in which the desired equalization of overtime is to be among persons " ... in the same building."

A job in its basic sense is a bundle of tasks. These can be performed routinely, sporadically, cyclically, or conditionally. Physical layout, unforeseen emergency, availability of co-workers, geographical coverage, and functional assignment are among the influencing factors.

Distribution of job duties is what must be done in this case. In doing so I may borrow from established principles,[16] but the primary function is to make an advisory recommendation that has abstract fairness and sufficient appeal as to be uniformly acceptable.

A series of decisions illustrates how job content[17] can be handled. In *Potter Electric Signal Company*, 149 NLRB 373, 57 LRRM 1307, the Employer has refused to bargain with a certified guard unit regarding

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15 *"Board Denies Rumor of School Closing," The Dearborn Guide, p. 1 (May 7, 1970)*

16 *One Court recently referred to the dispute before it as " ... one of those troublesome ones on the borderline between a 'work assignment' dispute and 'an appropriate bargaining unit' dispute." Smith Steel Workers v. A. O. Smith Corporation, 285 Fed. Supp. 1011 (1968) 68 LRRM 2643. In this decision the Court upheld the Board's unit clarification ruling. Subsequently the plaintiff union was found to have committed an unlawful refusal to bargain by insisting on representation rights contrary to the clarification. Smith Steel Workers, 174 NLRB No. 41, 70 LRRM 1145 (affirmance and enforcement made at 420 Fed. 2d 1, 73 LRRM 2028) Cf. S. D. Warren Co., 164 NLRB 489, fn. 4, 65 LRRM 1103*

17 *See Lufkin Foundry & Machine Co., 174 NLRB No. 90, 70 LRRM 1262 and footnotes 20 and 21 infra*

wages, hours, and other terms and conditions of employment relating to non-guard duties of employees employed as part-time guards. After reasoning that guards were entitled to full benefits of representation under Section 9(b)(3) of the National Labor Relations Act, as amended, the Board held that such entitlement would be denied if their union could not represent them in matters relating to non-guard duties. The Board decision states:

> *There is no evidence that shows that bargainig with the Union for non-guard duties as well as guard duties will in any way interfere with the bargaining rights of other employees. ..." (p. 379)*
>
> *In a case where representation by guards' union with respect to non-guard duties would interfere with or defeat bargaining by employees in other units who perform the same non-guard work, the Board in its wide discretion under Section 9(b) could limit the scope of the Union's bargaining authorization with respect to non-guard work. But such a situation is not present here. (p. 380)*

I do not see why building check work at the high schools cannot be done by firemen. This was the practice nearly 20 years ago at old Dearborn High School and fireman James Russell has more recently performed it without apparent difficulty when first assigned to new Dearborn High School and more recently when substituting as assistant engineer and acting engineer.

The situation at Henry Ford Community College warrants fullest use of its assigned engineers. There the equipment is the most complex of the entire system and the work force of firemen for the most part is relatively new. Building checks during the heating season involve overall inspection plus rebalancing to start up the Monday heat. Summer building checks cover security, air conditioning equipment, and recalibration. Engineer Upplegger believes that the most experienced of the Henry Ford Community College firemen could perform building checks but this would make the function dependent upon that particular person.

I have carefully considered all testimony and documents and particularly the variables shown in terms of assigning relief

personnel, utilization of licensed tradesmen, and the diverse heating systems running from Fordson's coal-burning equipment to the new high pressure system at Henry Ford Community College. I believe that DSOEA must abandon its rigid position of insisting on the total right of overtime assignment,[18] and DSEIU must recognize the needs of the school system are best served by the most fully qualified personnel[19] performing building checks at Henry Ford Community College. Because of the unique nature of this issue neither revised job descriptions nor modified provisions of the respective collective bargaining agreements seem in order. I instead visualize that a letter of understanding reached and signed among and between the parties would be the best vehicle to carry out the recommendation to follow. This should however be expressly stated to have the binding effect of contractual language.

Elementary schools are excluded from the recommendation since they are not actually in dispute. The letter of agreement should affirm the continuation of past practices as to the sharing and equalization of building check and permit time at the junior high schools. Building checks and permit time should be divided by classification at the high schools, meaning that each fireman so assigned should be entitled to as much of this type overtime as the engineer and assistant engineer combined.[20] While this recommendation specifically favors firemen I believe it is warranted by the nature of the work involved and cost considerations. All things being relatively equal the Board has a duty to spend prudently. The wage

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18 *Cf Meat Cutters Union Local 81, 185 NLRB No. 130, 75 LRRM 1247; Bricklayers Local 18, 185 NLRB No. 119, 75 LRRM 1336; Sheet Metal Workers, Local 49, 178 NLRB No. 24, 72 LRRM 1070; San Francisco-Oakland Mailers' Union, 172 NLRB No. 252, 69 LRRM 1157*

19 *CF Hawaiian Telephone Co., 186 NLRB No. 2, 75 LRRM 1267; Miami v. Gioia, 69 LRRM 2735*

20 *Shell Oil Company, 173 NLRB No. 148, 69 LRRM 1492; McDonnell Co., 173 NLRB No. 31, 69 LRRM 1283; Kennecott Copper Corp., 122 NLRB 198, 43 LRRM 1096*

rates for firemen are typically only 80 percent or so of that of Class A engineers, making this a legitimate opportunity to economize. Furthermore customary consequences of declining overtime would obtain as now set forth in Article VII - C.5. and Article VIII - 8f.8. of the DSOEA and DSEIU agreements, respectively. At Henry Ford Community College the disputed overtime should be allocated exclusively to the engineer and assistant engineer as to building checks and exclusively as to the complement of firemen as to permit time.[21] This in effect is a reaffirmation of practices prevailing at this facility.

These recommendations mean that overtime is to be equalized between the classifications and so recorded for verification only at the junior high schools and high schools. This recommended allocation of overtime should be retroactive to January 1, 1971 and subject to four month status reports made available to the labor organizations.

I also note the dovetailing of these recommendations with potential classification advancement. To the extent that firemen employed at Henry Ford Community College better qualify themselves for promotion they can move to buildings where a greater overtime sharing occurs. Noting that Upplegger was selected for his current position after eight years as a Class A engineer at Fordson High School, it should further serve to motivate the engineers employed at high schools of this school system to anticipate advancement to Henry Ford Community College where the engineer positions are most rewarding in terms of available overtime.

Summary of Recommendations

1. Disputed overtime not to be shared at Henry Ford Community College.

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21 *National Can Corp., 170 NLRB No. 105, 67 LRRM 1486; Boeing Airplane Co., 124 NLRB 689, 44 LRRM 1492*

2. Disputed overtime to be shared by classification at senior high schools.

3. Continuation of status quo at other school buildings.

4. Recommendations retroactive to January 1, 1971.

DAVID G. HEILBRUN
Hearings Officer

Dated at Southfield, Michigan
this 21st day of January, 1971