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In the matter of the Fact Finding between
DETROIT BOARD OF EDUCATION

-and-

AFSCME COUNCIL #25, LOCAL NO. 2176

E.J. Forysthe /

CASE NO. D79 K3195

This Fact Finding was conducted under the rules established by the Michigan Employment Relations Commission. The undersigned Fact Finder was appointed by the Commission to review, and establish the facts pertaining to the instant disagreement between the parties. A hearing was held in the MERC offices in Detroit, Michigan on May 29, 1980.

APPEARANCES

For the Board of Education:

Gordon Anderson, Attorney
Lenora Thomas, Director, Office of Labor Affairs

For the Union:

Irene M. Barttelbort, Staff Representative Council #25
Ross C. Christie, Jr., President, Local 2176
Robert L. Bizek, Vice President, Local 2176
Harry Prokopow, Treasurer, Local 2176

DETROIT BOARD OF EDUCATION

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BACKGROUND AND POSITION OF THE PARTIES

The last Agreement between the parties expired on September 30, 1979. Negotiations for a new Agreement commenced on August 2, 1979. Ten meetings later, on November 14, 1979, mediation was requested and granted. Mr. Robert Whitaker was appointed the Mediator. Five meetings were held with the Mediator present. There have been a total of fifteen meetings.

At the fact finding hearing, relevant data and evidence was introduced by the parties. The items on which the parties have agreed were enumerated.

The Union submits that the achievement of a wage structure with parity to the City of Detroit is a top priority of Local 2176. The Union says it is asking the Board of Education to agree to the tenet of wages for comparable work done in the comparable surrounding area.

On wages the Union introduced Union Exhibit #3 which it submits as a rate comparison between City of Detroit and Detroit Board of Education, September, 1979.

RATE COMPARISON BETWEEN CITY OF DETROIT* AND DETROIT BOARD OF EDUCATION SEPTEMBER, 1979

	BOARD	CITY	% DIFFERENCE
DRAFTSMAN	16,319	16,342	0.14094
	16,756	19,016	13.4877
JUNIOR	16,832	17,938	6.57081
	17,122	19,150	11.55238

Continued . . .

RATE COMPARISON BETWEEN CITY OF DETROIT*
AND DETROIT BOARD OF EDUCATION
SEPTEMBER, 1979

	<u>BOARD</u>	<u>CITY</u>	<u>% DIFFERENCE</u>
ASSISTANT	17,727	19,723	11.25966
	18,946	21,100	11.36915
SENIOR ASST.	19,553	21,700	10.98041
	22,288	24,700	10.82196
ASSOCIATE	22,981	25,300	10.04094
	24,985	27,600	10.46627
SR. ASSOCIATE	26,208	28,600	9.12698
	27,722	30,000	10.02092

* 35 Hour Work Week

In its demand on Economics, the Union asks for the following:

ECONOMICS -- First Year

1. Fully paid Hospitalization by the Board. Coverage to be equal to Blue Cross-Blue Shield, Semi-private, MVF-2, Master Medical with prescription rider. Equal coverage by Provident or H.A.P. (formerly M.H.P, formerly C.H.A.)
2. Fully paid life insurance -- \$10,000
3. Vacation same except sixteen (16) years or more --five (5) weeks.
4. Mileage - \$.017 per mile up to 600 miles per month.
5. 7.5% across-the-board increase in wages.

ECONOMICS -- Second Year

1. Fully paid Dental Plan by the Board (Plan now offered is optional).
2. Settled. Mileage - \$0.18 per mile up to 600 miles per month.

3. Increments for classes above Junior Engineer to be from minimum to maximum 4 equal steps with 4 years.

4. Optical Plan.

5. 8.5% across-the-board increase in wages. Whatever settlement the parties have agreed to is retroactive.

It is the Board position that its wage offer is adequate for both the First and Second years. It notes the severe economic situation prevailing within the School System. That being the case, the Board contends that its offer of five percent for the first year and six and one-half percent the second year is within the guidelines in reference to settlements with other unions.

On the subject of Life Insurance, the Union is requesting fully paid life insurance in the amount of \$10,000 whereas the Board is offering \$7,500 fully subsidized by the Board. For Health Insurance the Board's position is that the employee can receive either the fully paid hospitalization or the dental plan. The Union points out that the teachers receive fully paid hospitalization and the dental plan. The Board's response is that the teachers do get the fully paid hospitalization but that the dental plan is for members only, and does not cover their families.

The parties reached settlement on the mileage issue, that of \$0.17 per mile up to 600 miles per month.

ECONOMICS -- Second Year

The Union is requesting a fully paid Dental Plan and as stated for the First year the Board's position is that the employee must choose either the health insurance or the dental option. The employee cannot have both argues the Board, saying this is based on their experience with other unions.

As to the Union's request for a prescription rider with the Master Medical the Board replies that this is not covered in contracts with other Unions with the exception of the Teamsters and that this was brought about by Compulsory Arbitration under Public Act 312.

The Union requests that increments for classes above Junior Engineer to be from minimum to maximum four equal steps within four years. The Union argues that the cost to the Board would be minimal as Senior Assistants are already at the maximum so it takes a person five years to be Associate, to Senior Assistant nine years and Assistants a little over four years.

On the increments it is the Board's position that it would be continued as it is in the present Agreement which is from June to Senior Assistant to a total of nine years to reach the maximum.

In the matter of Economics, on wages in the second year the parties have agreed to retroactivity.

The Union has requested an Optical Plan and the Board's position is denial with the explanation that none of the other bargaining units have the Optical Plan, so that it does not feel inclined to grant this to the Architects particularly in light of the absence of any controlling reasons to do so.

NON-ECONOMIC ITEMS STILL UNSETTLED

1. RESIDENCY

On this question, the Union's submission is that "No employee shall be required to be a resident of the City of Detroit as a condition of employment in this Bargaining Unit or as a condition to apply for and be placed on the eligibility list for promotion."

The Union's argument is that, the Unit and the number of employees required is down to under thirty (30) employees without the imposition of the residency requirement inasmuch, despite the running of personnel advertisements, the jobs still remain unfilled, and a residency requirement would further de-limit the number of employees to work for the Board of Education, even without being compelled to reside there as a condition of employment.

The Union contends that residency would even further hinder the employing of any more qualified people for these jobs.

The Board's position on the matter of residency is that Locals #345, #706 of AFSCME, the Building Trades, OSAS, School Health Workers, Assistant Attendance Officers of DFT, all have the residency requirement. Further, the Board maintains that since July of 1978 it has been their policy to require residency and that it plans to continue to require this in forthcoming contracts.

The Board observes that there are certain teaching skills for teachers where the residency requirement has been waived, which are mathematics and science teachers and those in special education. The Union submits, however, that in the Data Processing and Accounting Unit that the Board does not have a residency requirement.

2. EMERGENCY ASSIGNMENT

Settled.

3. JOB OPENINGS

Settled except for Sections D and F.

The Union's request is the present contract with the exception of the last sentence which is underlined below.

D. Upon request from the Union, the Employer will give a written explanation to the Union of the reasons a vacancy or newly created position was denied

the applicant or was filled by an employee with less seniority than others who applied. If the Employee or the Union disagree with the explanation it will be a proper subject for a written grievance.

F. Every effort shall be made to include a majority of Personnel Committee members knowledgeable in the specified technical areas when employees of this Bargaining Unit have applied for advertised positions. Every effort shall be made to avoid assigning members of this Bargaining Unit to the Personnel Committee. In the event a member is required to participate on the Committee, his status will be advisory and he will not be permitted to vote.

5. TRANSFERS

Settled, except for Section D.

The Union's request is as contained in the present contract with the exception of the last sentence which is underlined below.

D. In the event of a vacancy or a newly created position, present employees shall be given the opportunity to transfer on the basis of seniority and the ability to perform the work of the new position. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place where members of the Bargaining Unit are employed, at least seven (7) work days prior to the filling of such vacancy or newly created position with a copy given to the Local Union President or his designated representative. Upon request from the Union, the Employer will give a written explanation to the Union of the reasons a vacancy or newly created position was denied the applicant or was filled by an employee with less seniority than others who applied. If the employee or the Union disagree with the explanation, it will be a proper subject for a written grievance.

The Board's position on the above two items, i.e., Sections D and F of Job Openings, is that the last sentence of

each change in the Section requested by the Union is already adequately covered under the present Contract, in the 5th Step of the Grievance Procedure, ending in Arbitration, so that there is no need for a special sentence for the above sections.

In its request on Section F that a bargaining unit member's role should be strictly advisory on the Personnel Committee, the Union's position is that this is a "peer level" situation where members of the bargaining unit should not be required to participate in judgment on their fellow members in the matter of job openings.

The Board's position is that a member of this unit is needed on the Personnel Committee because of the expertise they can bring to the Committee.

RECOMMENDATIONS BY THE FACT-FINDER

Each of the parties herein presented their position on each of the unresolved issues, with comparables with other Unions and professions elsewhere, such as with the case of the Architects of the City of Detroit.

Meritorious argument for each of the salary schedules and demands were made by each of the parties. In the opinion of the Fact-Finder, each strongly believed in the inherent justice of each of their respective positions.

The recommendations will be addressed item by item:

ECONOMICS -- First Year

1. In the matter of fully paid hospitalization by the Board, the Fact-Finder's recommendation is that, and in comparison to other Agreements, that the employee receive either the fully paid hospitalization OR dental coverage for the first year.
2. As to the fully paid life insurance, the arguments were not convincing that the Board cannot afford a fully paid life insurance of \$10,000.
3. Vacation did not appear to be a real issue at this Fact-Finding, so the Fact-Finder's recommendation is to leave it as is except sixteen (16) years or more -- five (5) weeks.

As to the Wages, one of the key issues, better data could and should have been introduced, or perhaps demanded by the Fact Finder. Recognizing the dire economic straits of the School System while acknowledging spiralling inflation, the Fact Finder's recommendation, and within the national guidelines will be six percent (6%) for the First Year and seven and one-half percent (7.5%) for the Second Year. It is noted that the parties had agreed to retro-activity in the case of any wage increase.

As to the request for a fully paid Dental Plan, for now the Optional Plan does appear to have merit, but for this contract such an arrangement would be for the member only as is the case with the teacher's union.

With the shortage of qualified Junior Engineers, the

Union's request that increments for classes above Junior Engineer to be from minimum to maximum in four (4) equal steps with four (4) years. This could be an inducement to attract qualified Engineers and there is a shortage in number within the Public School system.

The Optical Plan is not recommended. It lacks comparables and any proof that in these times and for this contract that it would be appropriate to recommend.

NON-ECONOMIC ITEMS

1. RESIDENCY

The arguments of the parties have been outlined above. Quite practically, these Engineers in seemingly short supply then should be accorded the same rights as other employees, where there is a shortage of skills, namely Mathematics, Science Teachers, and those in Special Education, and those in Data Processing and Accountants. Until there are the number of appropriate and skilled people available, the recommendation is against residency at this time.

2. JOB OPENINGS

To their credit the parties have resolved most of the issues in this section of the Contract. However, as regards to Section F, the Board's position is quite persuasive that

there should be a voting member from the bargaining committee on the Personnel Committee. In the event of any evident personal self interest, at that time the member could abstain from voting. However, with their acknowledged and announced expertise it appears reasonable and logical to have members on that Committee. It is noted in passing that this is occurring in areas other than School Systems.

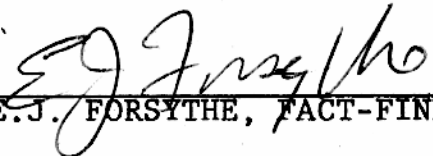
Section D.

The language in the Contract is entirely appropriate for an alleged violation in this area, without complicating it with a further and unneeded sentence. Again, the parties can grieve, so anything additional is hardly necessary.

5. TRANSFERS

Section D, and the Union's request for a sentence providing for a written grievance, the Fact-Finder's recommendation is the same as for No. 3, Job Openings, Section D, that there is language within the Contract which does provide for a Grievance Procedure up to and including arbitration. This addition requested by the Union is not recommended.

It is my understanding that the issues discussed in this report were all of the major issues that were submitted by the parties to fact-finding. Accordingly, upon adoption of the Recommendations set forth in this report, it would appear that all outstanding issues between the parties can be resolved and that a contract can be entered into by the parties in accordance with the Recommendations herein; and of course, including all of the tentative agreements reached by the parties themselves prior to these hearings; and that the parties concern themselves with the primary purpose of an effective unit and school system with the primary purpose of serving the youth in Detroit, Michigan.


E.J. FORSYTHE, FACT-FINDER

DATED: June 11, 1980