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STATE OF MICHIGAN

BEFORE THE DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

RE:

TEAMSTERS LOCAL 214,  
SECURITY OFFICERS II

-AND-

DETROIT BOARD OF EDUCATION

Walter Nussbaum

THE OPINION, FINDINGS OF FACT, AND  
RECOMMENDATIONS OF FACT-FINDER

The fact-finder adopts and restates all of the opinions and findings of fact that he has heretofore set forth in his written findings of fact and recommendations in connection with the Warehouse, Site Management Division, Food Service Division and miscellaneous classification employees, Case No. D 75 F1492.

In addition to the above comments, I should be remiss in the performance of my duties if I did not point out that, by creating the existing type of security service, the Detroit Board of Education has authored a whole new set of problems. Security service officers are directly accountable to building principals, they are limited in their ability to intervene according to the general regulations.

In addition, the facts militate in favor of finding that in many Detroit public schools wherein security guards are assigned, these individuals are faced almost daily with physical confrontations, the threat of personal injury, and an actual need for physical intervention even though physical intervention is ostensibly not sanctioned by the

rules and regulations. Accordingly, the fact-finder in making his recommendations has taken into account the following additional findings of fact:

1. In many of the school buildings where security guards are assigned, there is a present daily threat of physical confrontation.
2. There exists a vacuum between the actual requirements and the performance of the security guard service and, ideally, what the regulations, rules, and instructions anticipated.
3. Security guards are faced with a constant series of judgments as to how much, if any, authority they truly have under the law and regulations.
4. Security guards are faced with making the choice, on occasion, as to whether to follow explicitly the instructions of a school principal and face the consequences thereof or, in the alternative, decline to follow the instruction and face the possibility of reassignment and/or disciplinary action within the security service.

### RECOMMENDATIONS

#### Fringe Benefits

##### Cost of Living

The fact-finder does not find any facts which support or justify inclusion of a cost-of-living clause in the employment contract relating to Security Officers II employed by the Detroit Board of Education. It is the opinion of this fact-finder and he so finds and recommends that, considering the fiscal position of the Board of Education, the indeterminate nature of its continuing liability for large expenses as a result of judicial orders and its long-term debt to be repaid to the State, the inclusion of any escalation

clause based upon changes in the cost-of-living index would be counter-productive and do a great disservice.

#### Vacations and Holidays

The fact-finder does not believe he is justified, considering the Board's present financial position, in increasing the number of days of pay without increasing the number of days worked. Therefore, the fact-finder recommends denial of any request for additional paid holidays at this time.

#### Overtime Work Week

The fact-finder does not find any economic or other justification for increasing the rate of overtime pay requiring payment for hours not worked, considering the present economic condition of the Detroit Board of Education.

#### Longevity Pay

The fact-finder recommends that all Security Officers II within the Teamsters bargaining unit shall receive longevity pay based upon the same seniority as provided to any other employees represented by the Teamster bargaining unit.

#### Life Insurance and State Retirement Pension Funding

The fact-finder finds that the recommendation which he has made in connection with the Warehouse, Site Management Division, Food Service Division and miscellaneous classification employees is complete and adequate to cover the demands made on behalf of the classification known as Security Officers II, both in respect to life insurance and state retirement pension.

### Medical, Eye, and Dental Program

The fact-finder's recommendations incorporated in his findings related to the Warehouse, Site Management Division, Food Service Division and miscellaneous classification employees are incorporated herein in full, and the same recommendation applies to each of the employees within the classification of Security Officers II.

### Personal Loss of Property

The fact-finder has found as a fact that Security Officers II are faced with a continuing problem of actual physical confrontation. Therefore, the fact-finder recommends that contract language be devised which will accomplish the following:

1. That the maximum liability of the Board of Education in each school year shall be \$200 for loss or damaged property belonging to a person employed in the classification of Security Officers II.

2. The following types of losses shall be covered: loss or damage to clothing, eyeglasses, wrist watches, briefcases or other document cases, but not to theft of any personal property nor damage to motor vehicles.

3. The employee must report the loss immediately following the incident in which the loss occurs. In no event shall such a report be filed later than one hour after the conclusion of the shift upon which the loss occurred, unless the employee shall be hospitalized as a result of the incident, in which case time shall be extended to the first hour of the next shift upon which he works.

4. Any damaged property shall be delivered to the Board of Education at the same time the claim is made.

5. As to any loss of wrist watch or eyeglasses, the maximum payable per loss shall not exceed \$50; and the employee shall be required to furnish, as a condition of payment of loss, a sales receipt showing the purchase of the particular item, the serial number of any watch, and the date of purchase. The replacement of eyeglasses shall extend only to the last prescription and not to a new examination or prescription.

#### New Positions

No opinion or evidence has been presented to the fact-finder which would justify the creation of supervisory ranks among those employees who are engaged in security services under the classification of Security Officers II. Therefore, the fact-finder recommends that no clause be included relating to the creation of rank, station, or post within the classification.

#### Reinstatement of Former Employees

A voluntary resignation connotes an intent to permanently terminate. The fact-finder sees no reason to obligate an employer to reinstate an employee who has voluntarily terminated or has been discharged for cause, therefore, recommends that no addition to the contract providing for reinstatement be included.

#### Wages

It is the fact-finder's view that, because of the economic impact of many of the recommendations with regard to fringes and because many of the adjustments in fringes affect substantial pay envelope benefits, any salary increase should be comparable to wage

scales for other persons doing similar work under similar conditions as reflected in the proofs. Therefore, for the contract period October 1, 1975, through June 30, 1976, all employees in this classification and at all seniority levels shall receive an increase in base compensation of 5 percent. In the second year, beginning July 1, 1976, and concluding June 30, 1977, all employees, in addition to the fringe benefits and adjustments herein provided, shall be awarded an increase of 5 percent.

It is the opinion of the fact-finder that the findings of fact, conclusions, and recommendations herein contained, provide a vehicle that gives fair, equitable, and reasonable adjustment to all the employees covered in this classification without further increasing the dollar gap in wages and benefits as between the highest paid employees of the Detroit Board of Education and those in the lower pay scales.

It is the view of the fact-finder that changes in contract year are appropriate and desirable as incorporated herein.

It is further the view of the fact-finder that the Detroit Board of Education should, in the interest of a reasonably well-trained security service, make appropriate arrangements to have each and every member of the security service fulfill the minimum requirements under the Law Enforcement Training Act, except, however, those requirements especially designed to provide for firearms training, unless it becomes a position of the Board of Education that it is going to have a generally armed service.

The fact-finder is concerned that the security officers are not fully apprised of the requirements and demands of the position and that, in truth and in fact, the various job descriptions, regulations, and training bulletins are not precise, direct, and easily understood;

and further, that they do not mandate compliance by non-security personnel employed by the school board with these policy determinations in comprehensive language.

As a result of reviewing carefully the documents submitted by the Board of Education, the fact-finder is certain that security officers are reasonably and justly apprehensive and that they are subject to all of the problems relating to 20-20 hindsight by the administration if they intervene at the direction of a principal with resulting injury to themselves or others, or if they decline to intervene with the result of physical injury to themselves or others, or damage to school property. The role of the security officer must be better defined to assure that the risk to security personnel and other persons within the school building is minimized.

Respectfully submitted,

A handwritten signature in cursive script, reading "Walter S. Nussbaum". The signature is written in dark ink and is positioned above the printed name.

Walter S. Nussbaum