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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

In re Fact Finding:

ANN ARBOR PUBLIC SCHOOLS

and

Case No. D-77 I-2506

TEAMSTERS LOCAL NO. 247,
ANN ARBOR PUBLIC SCHOOL BUS DRIVERS

James Blackburn

BACKGROUND

The Ann Arbor, Michigan, Public Schools employ approximately 73 school bus drivers to transport those students to and from school who reside 1.5 miles or more from their assigned school. Teamster Local No. 247 is the duly designated collective bargaining representative of those drivers and in that capacity negotiated with the Ann Arbor School Board representatives in an attempt to reach a contract for the 1977-1978 school year and beyond.

By letter dated October 31, 1977 and received by the Michigan Employment Relations Commission on November 7, 1977, the Teamsters, through their Business Representative James Brodel, informed MERC that an impasse existed between it and the School Board on the following issues:

- RELATIONS LIBRARY
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1. Wages
 2. Number of Holidays to be paid
 3. Number of personal business days provided
 4. Parking lot security

The Teamsters requested that MERC convene fact-finding in the case in an effort to remove this impasse. On November 21, 1977, MERC appointed the writer Fact-Finder in this case and notified the parties accordingly.

On November 30, 1977, the Fact-Finder requested that Briefs be filed by the parties by December 28, 1977 and set a hearing date for January 11, 1978. In order to accomodate the parties and the Fact-Finder, the hearing date was adjourned to January 19, 1978. On January 17, 1978, Mr. Errol Goldman of the Ann Arbor Public Schools informed the Fact-Finder by letter that a tentative agreement had been reached

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between the parties and requested an indefinite postponement of the Hearing pending ratification of the tentative agreement by the parties. On January 19, 1978, Mr. Goldman informed the Fact-Finder that the tentative agreement had dissolved and asked that the Hearing date be reset. Consequently the Hearing was reset for January 27, 1978 which was agreed to by the parties. On January 27, 1978, Michigan was buried under several feet of snow, an emergency situation had been declared and the Hearing was again postponed to March 17, 1978. On that date the parties met and the Fact-Finding Hearing was held from which these conclusions follow.

FACTS

On the issue of wages, the Fact-Finder believes that primary weight should be given to comparison of these wages with the wages of school bus drivers in other school districts in the Washtenaw County area. The Teamsters have placed considerable emphasis in their briefs and testimony on comparisons of these drivers wages with the wages of a number of other jobs in the Ann Arbor labor market. The evidence does not appear to support this type of comparison. One significant difference is that most of the jobs the Teamsters compare with are twelve month occupations, which school bus driving is not. When the Ann Arbor Public School bus driver wage offer is compared with the wages in the other Washtenaw County school districts for this job it is obvious that the Ann Arbor offer is in line with and in general better than those comparable districts. For this reason the Fact-Finder recommends that a two year contract be adopted between the parties providing for the following hourly wages:

	1977-78	1978-79
61 days - 1 year	\$ 4.46	\$ 4.75
1 year - 2 years	4.67	4.97
2 years- 4 years	5.20	5.54
5 years- 8 years	5.40	5.75
9 years +	5.60	5.96

If this wage scale is adopted it will provide Ann Arbor school bus drivers an average pay equal to or better than school bus drivers in other Washtenaw County schools and a 6.5% increase in wages for the 1978-79 school year. This second year increase should essentially or

more than offset increases in cost of living for Ann Arbor school bus drivers since the Board proposes to pay full medical insurance premiums which cost is and has been a significant part of cost of living increases.

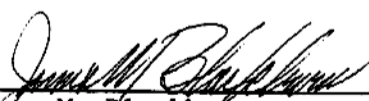
On the issue of Holiday Pay, it must be noted that the four Washtenaw County school districts cited on page 15 of the Teamsters brief indicates no Holidays are paid to school bus drivers. Therefore, the Fact-Finder believes the eight Holidays now being paid to Ann Arbor drivers is reasonable and makes the Ann Arbor drivers contract significantly superior to nearby and comparable school districts. For this reason the Fact-Finder recommends that the new contract continue to provide for payment to the school bus drivers for the eight Holidays paid under the expiring contract.

On the issue of Personal Business Days (PBD), again the facts indicate the Ann Arbor Board proposal is reasonable, competitive and proper in this case. The Board proposal on this issue must be considered in the framework of sick and vacation pay benefits, which apparently are not provided for in most of the other school bus driver contracts in Washtenaw County. Ann Arbor's proposed contract extends ten days sick leave per year to all drivers with over sixty days service and further provides for five days of vacation pay per year in addition to Holiday pay, providing the driver is on the seniority list for the months of May and June. In addition, Ann Arbor school bus drivers so appearing on the seniority list may at their option convert up to five days of the employees sick pay accrual to vacation pay. Within this framework the proposal provides each driver with three PBD's per year, two of which will be subtracted from the sick pay accrual. In the prior contract all three PBD's were subtracted from the sick pay accrual. The Teamsters have requested that the PBD's be granted but not deducted from sick pay accrual for the reason that under the Board's proposal if the employee wished to opt for the additional five vacation days and takes her or his PBD's then that driver only has three days of sick pay coverage. This argument, though mathematically correct, ignores the incentive nature of the grant of additional vacation. The Fact-Finder believes that the

provision as proposed by the Board is designed to additionally compensate those drivers whose work time assists the Board in carrying out its required function of busing children to and from school each school day of the year without interruption and substitution of drivers. As such, the incentive aspects of these provisions are considered necessary and desirable. Also it appears from the record that the PBD provision as proposed by the Board is better than that offered by other Washtenaw County school districts. For these reasons the Fact-Finder recommends that the Board proposal on this issue be adopted in the new contract.

On the issue of parking lot security, the Fact-Finder believes that the Administration has not been listening to the complaints of vandalism to their autos lodged by the drivers. The record established there is a security guard stationed at the location where bus driver's cars are parked but that his rounds of the driver's parking lot are sporadic and many times ineffectual. The Administration offered little at the Hearing in rebuttal of the Teamsters position except to indicate not much could be done to improve the situation. The Fact-Finder believes the Administration should address itself to improving the security of the driver's autos parked on Board property while drivers are away from the site doing the job assigned to them. For these reasons, the Fact-Finder recommends that this contract provide that the autos of school bus drivers receive at least the same security and protection afforded to autos parked on school grounds by members of the Administration, teaching and maintenance staffs.

Respectfully submitted,


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