

1454

5/8/72

(K)

FF

297

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MONROE PUBLIC SCHOOLS  
Monroe, Michigan

Case No. D71 L-3122

-and-

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
Local Union No. 214

On March 13, 1972, the undersigned, Leon J. Herman, was appointed by the Employment Relations Commission 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 Commission's regulations. Accordingly, and upon due notice, a hearing was scheduled and held on April 26, 1972, at the offices of the Monroe Board of Education, 1275 North Macomb Street, Monroe, Michigan.

Clayton J. Charron, Administrative Assistant for Personnel and Emile E. Roy, Transportation Director, represented the Board of Education.

Joseph Valenti, President and Gerald N. McIlvain, Secretary-Treasurer of Local 214; Harley M. Wolfe, Maintenance Department Steward; Annabel Boznak, Vera I. Peters and Dorothy Ornowsky appeared on behalf of the Union.

*Monroe Public Schools*

The last contract between the parties expired on June 30, 1971. Negotiations have continued since then, with only three items remaining in dispute: wages, health and welfare coverage and sick leave.

In the wage area, the Union lists the employees in the bargaining unit and hourly rates as follows:

Head Custodian	\$3.73
Technician I	3.48
Technician II	3.44
Custodian I	3.24
Custodian II	3.04
Skilled Maintenance	3.82
Semi-Skilled Maintenance	3.24
Drivers	3.68
Mechanic	4.60
Head Cook	2.15
Head Baker	2.10
General Cafeteria Help	2.00

The School has listed the employees in the bargaining unit under titles varying from those used by the Union. The School's listing, however, conforms to the titles shown in the contract and are therefore adopted for purposes of this proceeding:

Head Maintenance	\$3.82
Custodian Supervision (H.S.)	3.73
Head Custodian (Jr. H.S.)	3.48
Maintenance Helper & Furniture Repair	3.44
Head Custodian (Elem. & Voc. Bldg)	3.44
Supply desk & Gen. Delivery	
Navarre Field Custodian	3.34
Night Foreman (H.S.)	3.33
Head Fireman & Maint., Custodian Maintenance (H.S.)	3.29
Assist. Fireman, Gen. Custodian and Maintenance Crew	3.24
Cleaners & Laundress	3.04

It will be noted that the school listing does not include bus drivers, mechanics nor members of the cafeteria staff. I have drawn these lists and their current wage rates from the contract:

Bus Drivers	\$3.68
(First 90 days: \$3.50)	
Mechanic	4.60
Assistant Mechanic	3.84
Head Cook	2.15
Head Baker	2.10
General Help (Cafeteria)	2.00

Because of the impossibility of correlating the classifications in the separate listings, I am accepting the classifications and rates given by the School as the more accurate since it reflects the classifications and rates shown in the latest contract between the parties.

The Board's last offer to the Union, designated as its final offer, proposes an increase of thirteen cents per hour to custodians, ten cents per hour to all cafeteria help, and five cents per hour to bus drivers, service men, and garage mechanics and their assistants.

The Union has rejected the offer. It points to the South Redford school district, which is closely comparable in income, although with approximately 2,000 less students. It pays to maintenance employees from 73 cents to \$1.11 more than is paid by Monroe Public Schools. Drivers and mechanics in South Redford are paid eight cents less. There are no cafeteria employees.

The Union asks that the Monroe custodians and maintenance crew be paid the same rates as are paid in South Redford.

Despite the superficial similarity between the Monroe and South Redford schools, statistically, it is obvious that there are important differentiations. South Redford is a suburb of the City of Detroit. Its wage rates are necessarily affected by wages paid within Detroit. The number of buildings and buses, and population congestion, vary widely. Monroe, on the other hand, is a conglomeration of a small city plus a number of rural districts which were merged into this school system, in the years up to 1966-67. The wage rates paid in Monroe should not be the same as those which are affected by big city standards.

The Board has also presented a list of rates paid by schools in nearby communities. Unfortunately, it lacks sufficient detail to provide substantive comparison. Furthermore, the Board's list, conversely, includes districts far smaller and generally of more rural character than this system.

I believe that the School's offer is far too low to compensate for the inflation which the employees have suffered. To my mind the minimum increase which should be granted should equal the allowable increase permitted by Federal Pay Board regulations.

I therefore recommend an across the board increase of 5 1/2% to all members of the bargaining unit. I believe that this will still keep wages well under the rates which should be paid, although not necessarily as high as those paid in the Detroit area. I further recommend that this increase be made effective as of July 1, 1971, when the prior contract expired.

The Teamster's Health and Welfare program provides coverage far superior to that offered by Blue Cross and Blue Shield. Among other benefits it provides \$2,500 in life insurance, which is a valuable factor to these employees.

The School has, for some years, contributed \$7.00 per week per employee to the Teamster's Health and Welfare Fund. Because of increases in premium cost, it has offered to increase its contribution to \$9.00 per week per employee.

Both the \$7.00 and \$9.00 premium rates have been discontinued by the Teamsters. Its minimum rate is now \$11.50 per week, which it intends to increase to \$13.00 on July 1, 1972. The Union asks that the School pay \$11.50 per employee per week, to be increased to \$12.00 on July 1, 1972 and to \$12.50 on July 1, 1973. The Teamsters have offered to guarantee that these rates will be held firm if they are accepted by the School.

The coverage provided by the school system to its secretaries through the Blue Cross/Blue Shield Plan presently costs \$12.04 per week, with further increases pending. It would seem to the best interest of all parties that the Union's proposal be accepted.

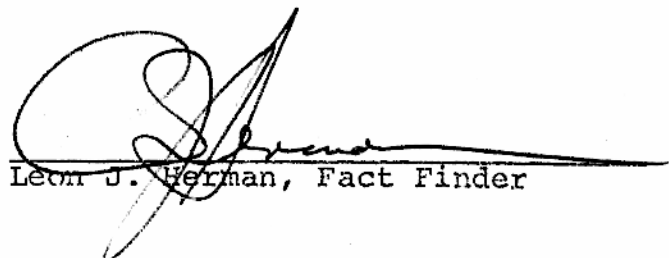
I therefore recommend that, whatever the length of the contract term which the parties may negotiate, that they subscribe to the Teamster's Health and Welfare Plan for the employees in the bargaining unit for a three year period effective beginning July 1, 1971 at a weekly rate to be guaranteed by the Union of \$11.50 for the first year, \$12.00 for the second year and \$12.50 for the third year.

The last contract between the parties provided for a sick leave allowance of one day per month. It has been established that teachers, clerical employees and administrative personnel are all presently given one and one-quarter days per month in sick leave. The administration stated at the hearing that it had made no great issue of the subject and had not considered it to be a serious bar to the closing of an agreement.

I therefore recommend that sick leave for bargaining unit employees be increased from one day per month to one and one-quarter days per month effective as of July 1, 1971.

I appreciate that this school system, like so many others, is in a severe financial bind. It must keep its operating costs as low as is possible. Despite this, employees must be paid a reasonable living wage, taking into account increases in their cost of living. The Union has shown that the cost of living from July 1, 1971 to March 7, 1972 has increased six and one-half cents per hour. In spite of the current wage and price freeze, it is evident that costs have been spiraling and will continue to do so, although it is to be hoped that it will be at a lesser rate than we have thus far experienced. Whatever its financial difficulties, the School is aware of this and is bound to fairly compensate its employees.

I believe that the recommendations that I have made are fair, and I sincerely hope that the parties will conclude a contract within the range that I have proposed.



Leon J. Herman, Fact Finder