## STATE OF MICHIGAN LABOR MEDIATION BOARD LABOR RELATIONS DIVISION

In re:

ALLEN PARK PUBLIC SCHOOLS

-and-

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 142, AFL-CIO, COUNCIL 23

## FACT FINDING OPINION AND RECOMMENDATIONS

George T. Roumell, Jr., Fact Finder

APPEARANCES:

## ALLEN PARK PUBLIC SCHOOLS:

Don Burke, Director of Office Services Richard L. Hogancamp, Superintendent of Schools Emmet P. Rose, Director of Building and Grounds Helen Salvati, Director of Cafeteria

## UNION:

Thomas J. White, Staff Representative Joseph Wieckiewicz, President of Local 142 Ralph Jannazzo, Negotiations Committee Willis Ludike, Vice President of Local 142 Frank Yukos, Day Shift Stewart Frances Chaff, Day Shift Neg. Caf. Clementine Tolstyka, Afternoon Shift Matron Neg.

On joint Petition filed by the Allen Park Public Schools (hereinafter sometimes called "Schools") and American Federation of State, County and Municipal Employees, Local 142, AFL-CIO, Council 23 (hereinafter called "Local 142"), the undersigned was appointed Fact Finder in the dispute between Local 142 and the Allen Park Public Schools. Local 142 represents the janitorial, custodian and lunchroom

staff of the Allen Park Public Schools.

Local 142 and the Schools are entering the second year of a two-year collective bargaining contract. The contract provides at the end of the first year for certain portions of the contract involving economic issues to be reopened. Therefore, this dispute is limited to economic issues. As I enter the dispute I find that there are three issues:

- 1. Longevity.
- 2. Salary.
- 3. Vacations.

The question of longevity has been resolved. Local 142 has withdrawn its demands for increased longevity pay, and the Schools in turn has agreed to permit the longevity pay to remain as is in the contract. Even if the Schools had not done so, I would have so recommended because of the history in this District of paying longevity pay.

Thus, there are two issues remaining. However, before discussing the specific issues a word about background is necessary. For several years the School District has been in deficit financing to the point where it has run up a debt of \$360,000.00. To remedy this situation and in realizing that there would be expected wage demands from teachers, secretaries and janitorial-custodian staff, the Schools went to the voters and asked for the renewal of seven operational mills, plus an additional seven mills for operational purposes. The voters of Allen Park responded and gave the Schools this additional money. Thus, the Board entered into the school year 1968-69 with additional funds. Negotiations with the teachers resulted in the spending of a

substantial part of this new money being spent. The School Board has also ear-marked \$90,000.00 of the additional funds for payment of the debt required by the Municipal Finance Commission. In other words, the Board is attempting to pay off their debt in four equal annual installments.

In addition to the above, the secretaries have made certain financial demands as have Local 142. The latter demands by the secretaries and the Union, if met even in part, would either put the Board in further deficit financing or force the Board to make certain cuts.

With this background I now address myself to the specific economic issues in dispute.

Salary. The Union makes the following demands for wages:

"Engineers and Skilled Maintenance	7%
Custodians	7%
Matrons	7%
Cafeteria Cooks	7%
Cafeteria Workers	5%
Crossing Guards	5%
Teacher Aids	5%"

Based upon the above demands, the Union package would amount to approximately \$25,000.00 additional cost to the School District exclusive of the additional costs of the Union's vacation demands.

The Schools have proposed that the vacation schedule remains as it now is and has made no offer of an increase for teacher aids, crossing guards, and cafeteria workers. The Schools did make the following wage offer:

A. \$200.00 across the board increase for all male categories

of work.

B. \$100.00 across the board increase to maintenance and custodial women, such amount to be prorated according to the number of hours worked each day.

The Schools' offer amounted to about \$10,500.00 additional monies over last year.

In regard to Teachers Aid and Crossing Guards, the Schools argue that they are paying these persons \$2.50 per hour. The Schools argue that this is substantial and adequate for this type of work which is essentially a part-time job. I basically agree with the Schools' contention. However, I do recognize that there is a cost-of-living factor, and that I think under those circumstances it would be appropriate to recommend a Five Cent per hour raise for the Teachers Aids and Crossing Guards. In other words, instead of \$2.50 per hour, I recommend that the Teacher Aids and Crossing Guards be paid \$2.55 per hour.

The Union attempted to justify its wage demands by making comparison with other school districts. But these comparisons did not necessarily bear out. For instance, comparing the Allen Park School District with a district like Trenton, the custodians in Trenton make less than the custodians here, though, in fact, in Inkster they make more. What I am suggesting is that Trenton, for instance, is a wealthier district than Allen Park based on S.E.V. behind each student, and yet, for some of the very same services Trenton is paying less. Thus, as I view it the comparison in this situation is not necessarily persuasive. Of course, comparing with Inkster has really no bearing

because (as it is a matter of common knowledge) that district is in serious financial difficulty.

However, I am aware of the cost-of-living. I am also aware that custodians, maintenance employees, engineers, and others represented in the unit desire to improve their economic position. After considering the same and the budget of the Allen Park School District, I believe that the recommendation that I am about to make is fair to both the District and the union members. It, in effect, will give to the Union approximately \$20,000.00 of the \$25,000.00 cost between the parties. This, I think, is fair. On the other hand, I say to the Schools that they must remain somewhat competitive not only with other school districts but with private industry for the services of the types of employees represented by Local 142. Therefore, I am recommending the following pay increases in addition to the increase I refer to above:

Engineers and Skilled Maintenance - 6% increase per hour Custodians - 6% increase per hour Matrons - 6% increase per hour Cafeteria Cooks - 6% increase per hour Cafeteria Workers - 4% increase per hour

As to vacations, Local 142 seeks to make longer vacations available after less service. The present vacation program does provide for one, two, three and four week vacations. Many employees in industry do not have three, let alone four weeks vacation. I am also aware that the granting of additional vacation at an earlier time would cause a serious financial burden on the District not only because of the vacation pay but because of the necessity for replacements. In view of this financial burden on the District, the District's short

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funds, and the fact that the vacation plan as I view it is quite generous as compared with industrial workers, I will not at this time recommend additional vacation benefits. I may further add that the reason I take this view is that as indicated above I put the money that I thought should be made available in the employees' paycheck rather than in fringe benefits. If I were to rule on vacations I would have to deduct from the wage increases I have recommended above. Because I believe it is more important in view of the adequate vacation schedule that the employees now have, that the money be in the employees' paycheck, I have chosen to put the money in the employees' paycheck.

George T. Roume II, Jr.

Dated: October 16, 1968