

Educational Labor Relations Board

Posting

RE

Negotiations by and between

Decatur Public School District #61

And

Service Employees International Union Local 73,

Custodial Unit "A"



**UNION SUBMISSION**

August 22, 2024

## I. BARGAINING HISTORY

Overall, the Union has been very disappointed in the District's surprisingly poor effort to reach agreement. Almost all proposals have been met with outright rejections and no counters or suggestions of how the parties might find a way to agree. The Union has been forced to bargain against itself repeatedly in order to find a path to progress, revising our proposals over and over again, only to be met with the same "No."

School custodians at Decatur Public Schools are not trained in any way by Management when they start the job, are held to ambiguous and shifting expectations at times with little or no warning before Management resorts to discipline.

Custodians suffered through the deadly COVID-19 pandemic as did other people in this country and the world, but unlike many employees at the District were unable to work from home due to the nature of their jobs. This was a job that the District relied upon heavily to give assurances to parents and other employees that re-opening was safe, and yet it received no additional compensation either for the hazard differential or for the essential service provided under extremely unusual conditions. Custodians tried to cooperate with the District in uncertain times and agreed to flat or decreasing wages in many cases, little increases in some cases, over the four years of the previous contract. No recognition of this cooperation has ever been offered or suggested in word or deed, either.

Meanwhile, inflation hit 21% over the four years of the last Agreement, and even minimum wage workers saw 40% raises during the same time. Yet in negotiations this time the District has betrayed no hint of recognition for any of the above, neither in its statements nor in its proposals or responses to Union proposals. This omission alone is insulting and mean-spirited.

### In Brief

The Parties began negotiations for a successor Agreement for Custodians on February 21, 2024.

Prior to mediation there were 8 sessions, all in person, all 4-6pm.

The Agreement expired June 30, 2024.

Throughout negotiations the District maintained a consistent position of rejecting virtually every Union proposal and revision of same.

Until July the Parties achieved very few, minor TAs: grievance language, training language.

On July 8, the Parties finally agreed on two important TAs: Seniority and Discipline.

On July 18, the Union held an in-person Strike Authorization vote, the result being a resounding Yes authorizing a strike.

## Mediation

The Parties mutually agreed to mediation formally June 24, 2024, just before contract expiration June 30. Had the District not agreed by July 1 (i.e., 45 days prior to the start of the school year) the Union was prepared to contact the Educational Labor Relations Board and seek invocation of required mediation pursuant to Section 12(a) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq.*, the fourth paragraph of which reads as follows: "If the parties engaged in collective bargaining fail to reach an agreement within 45 days of the scheduled start of the forthcoming school year and have not requested mediation, the [Board] shall invoke mediation."

The Parties jointly agreed to use FMCS.

Unfortunately, the federal mediator assigned was unable to meet until July 30, 4-9pm. The Parties met on that date from 4pm until 9pm, at which time the District informed the Union that it would have nothing further and the session ended.

The Union informed the District of its intent to strike on August 2, 2024.

The Union requested initiation of the posting period under 115 ILCS 5/12(a-5) on August 16, 2024.

## **II. WAGE HISTORY AND COMPARISONS**

In the most recent contract (July 2020 through June 2024) the Union agreed in good faith to cooperate with the District in uncertain times related to the COVID-19 pandemic to keep new hire wages (\$18.00 per hour) and wages for employees completing probation (\$20.00 per hour) completely flat – **no raises for 4 years.**

Other wages increased in the most meager progression if at all, and **wages at many of the earlier steps in particular actually declined over the four years of the Agreement.**

As an individual custodian progressed from year to year through the longevity steps below, the individual typically gained approximately 50-60c per hour. Yet over the four years of the Agreement, insurance and other costs to the employee rose much faster, resulting in net losses in buying power, not to mention other economic factors that contributed to custodians' "short end of the stick" going into contract negotiations this year.

In addition, **rather than respecting the custodians' cooperation and concessions during the deadly COVID-19 pandemic** and the uncertain budgetary times, during negotiations for a successor Agreement this year the District has actually sought to **use the previous years' lower wages to argue for lower wages this year** – arguing that the abysmally low wage raises being offered are actually higher than the contract before, which is technically true but disingenuous.

“If you stick a knife in my back nine inches and pull it out six inches, there’s no progress.” – Malcolm X

Yrs Exp	Step		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
0	1		20.00	20.00	20.00	20.00
1	2		21.13	20.55	20.50	20.50
2	3		21.93	21.71	21.06	21.01
3	4		22.76	22.53	22.25	21.59
4	5		23.62	23.39	23.09	22.81
5	6		24.29	24.27	23.97	23.67
6	7		24.56	24.96	24.88	24.57
7	8		24.61	25.24	25.58	25.50
8	9		24.61	25.29	25.87	26.22
9	10		24.61	25.29	25.92	26.52
10	11		24.61	25.29	25.92	26.57
11-15	12-16		24.67	25.35	25.98	26.63
16-20	17-21		24.72	25.40	26.04	26.69
21+	22+		24.77	25.45	26.09	26.74

COVID-19

Custodians at Decatur Public Schools were required to physically come in to work during the pandemic shutdown, while other employees (performing different types of work) were allowed to work from home (understandably). Employees working from home were able to conserve sick time when they were physically able to perform their work but would not normally come in due to fear of spreading their illness or the need to stay home to care for themselves in one way or another. Even employees who contracted COVID-19 and would have had to quarantine could work from home – but of course custodians were not, and were instead required to use their own sick time.

In and of itself it made some sense for some employees to work from home, except that (a) there was no additional compensation (“hazard pay”) offered custodians for the heightened risk to themselves and their families (several custodians did fall ill, some seriously, including one who

will never work again – and the District tried to fire him); (b) custodians had to use sick time that others could conserve, as mentioned above; and (c) once other employees were allowed to come into school buildings to retrieve their belongings and other items (in order to teach from home, for example) – organized into groups so that they did not all come in at once – custodians were required to sanitize and re-sanitize the areas at *increased* risk to protect *others*, again with no additional compensation or accommodation beyond PPE.

Inflation

Over the four years of the Agreement, inflation was 21% according to the US Bureau of Labor Statistics <https://data.bls.gov/cgi-bin/cpicalc.pl>

In other words, for buying power to merely remain the same as July 2020, by June 2024 starting pay would need to be \$21.83 -- \$3.83 higher. Hourly pay for a custodian upon completion of probation would have to be \$24.25 -- \$4.25 higher.

The chart below compares actual current wages with wages with a cost-of-living adjustment based on the BLS inflation calculator.

	<b>wage in 2020</b>	<b>wage adjusted for inflation, 2024</b>	<b>actual wage 2024</b>	<b>hourly deficiency</b>
new hire	\$ 18.00	\$ 21.78	\$ 18.00	\$ (3.78)
after probation	\$ 20.00	\$ 24.20	\$ 20.00	\$ (4.20)
step 2	\$ 21.13	\$ 25.57	\$ 20.50	\$ (5.07)
step 3	\$ 21.93	\$ 26.54	\$ 21.01	\$ (5.53)
step 4	\$ 22.76	\$ 27.54	\$ 21.59	\$ (5.95)
step 5	\$ 23.62	\$ 28.58	\$ 22.81	\$ (5.77)
step 6	\$ 24.29	\$ 29.39	\$ 23.67	\$ (5.72)
step 7	\$ 24.56	\$ 29.72	\$ 24.57	\$ (5.15)
step 8	\$ 24.61	\$ 29.78	\$ 25.50	\$ (4.28)
step 9	\$ 24.61	\$ 29.78	\$ 26.22	\$ (3.56)
step 10	\$ 24.61	\$ 29.78	\$ 26.52	\$ (3.26)
step 11	\$ 24.61	\$ 29.78	\$ 26.57	\$ (3.21)
12 to 16	\$ 24.67	\$ 29.85	\$ 26.63	\$ (3.22)
17 to 21	\$ 24.72	\$ 29.91	\$ 26.69	\$ (3.22)
22+	\$ 24.77	\$ 29.97	\$ 26.74	\$ (3.23)

Minimum Wage and Wage Compression

In addition, the State of Illinois minimum wage increased during the same 4 years by \$1.00 per year, an increase of 40% and is scheduled to increase by another \$1 in January 2025.

(The increase to \$10.00 per hour on July 2020 was on top of the previous increase on January 1, 2020.)

Note: The Union does not begrudge any employee a raise, especially those earning minimum wage, which is still too low. But a school custodian must undergo a background check and legally has the responsibility of a mandated reporter to protect schoolchildren in Illinois public schools, among other significant qualities.

	<b>wage in <u>2020</u></b>	<b>adjusted for state <u>minimum wage, 2024</u></b>	<b>actual <u>wage 2024</u></b>	<b>hourly <u>deficiency</u></b>
new hire	\$ 18.00	\$ 22.00	\$ 18.00	\$ (4.00)
after probation	\$ 20.00	\$ 24.00	\$ 20.00	\$ (4.00)
step 2	\$ 21.13	\$ 25.13	\$ 20.50	\$ (4.63)
step 3	\$ 21.93	\$ 25.93	\$ 21.01	\$ (4.92)
step 4	\$ 22.76	\$ 26.76	\$ 21.59	\$ (5.17)
step 5	\$ 23.62	\$ 27.62	\$ 22.81	\$ (4.81)
step 6	\$ 24.29	\$ 28.29	\$ 23.67	\$ (4.62)
step 7	\$ 24.56	\$ 28.56	\$ 24.57	\$ (3.99)
step 8	\$ 24.61	\$ 28.61	\$ 25.50	\$ (3.11)
step 9	\$ 24.61	\$ 28.61	\$ 26.22	\$ (2.39)
step 10	\$ 24.61	\$ 28.61	\$ 26.52	\$ (2.09)
step 11	\$ 24.61	\$ 28.61	\$ 26.57	\$ (2.04)
12 to 16	\$ 24.67	\$ 28.67	\$ 26.63	\$ (2.04)
17 to 21	\$ 24.72	\$ 28.72	\$ 26.69	\$ (2.03)
22+	\$ 24.77	\$ 28.77	\$ 26.74	\$ (2.03)

This creates a sort of **area-wide wage compression**, wherein the gap has narrowed between custodians and employees in the area that previously earned less.

Wage compression typically occurs when employees at the same employer with very different skill levels and/or qualifications begin to earn the same or similar pay, often when lower-paid employees receive well-deserved and perhaps long-overdue increases but employees with more qualifications or skills do not.

In this case, the rise in wages at the bottom of the income scale statewide was indeed well-deserved and long-overdue. But at Decatur Public Schools it has not been accompanied by a similar rise in wages among custodians with more qualifications and skills than the requirements of the typical minimum wage job.

For example, a new hire at McDonald's earning minimum wage on July 1, 2020, was paid \$10.00 per hour – \$14.29 less than a custodian of roughly average seniority (5 years, say – step 6 in the chart above) at Decatur Public Schools.

By June 30, 2024, a new hire at a McDonald's earning minimum wage was paid \$14 per hour – now only \$9.67 less than a custodian with 5 years' seniority at Decatur Public Schools.

Of course, the DPS custodian with 5 years' seniority in 2020, would have 9 years' seniority in 2024, assuming they survived the pandemic and were able to remain working at the District. Viewed this way the "area-wide wage compression" is less in some sense – the difference between these two employees is now \$12.52 as opposed to \$14.29, but this is now a comparison between a new hire at a fastfood restaurant and a 9-year veteran custodian, a mandated reporter for children in a public school, with responsibilities to train new hires among other things.

\* \* \*

Conscientious employers, as well as employers who simply wish to maintain a competitive wage in order to hire and retain the most reliable, qualified employees have been agreeing to much higher raises than the District is offering.

District offer for custodian with average seniority (6 years) this year = 3.16%

For example, Kankakee Public School District 111\* custodians' raise this year = 6%

*\*Kankakee School District 111 is a comparable offered by the employer but not accepted as such by the Union (see below).*

## Comparables

In its argument for lower wages during negotiations, the District compares itself with other school districts, some of which are not very comparable,

e.g. Kankakee, which has a population of 23,600 (compared to Decatur's 69,000) and a budget of \$90 million compared to Decatur's \$190 million. Kankakee is also not that close geographically Decatur, rather is about 2 hours' drive. This comparison is selective, also known as "cherry-picking."

A better comparison paints a very different picture,

e.g. Bloomington pop. 78,800 (less than one hour drive and similar size):

Starting pay, for example, is higher and progresses substantially each year of the Agreement.

	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Bloomington	\$19.00	\$19.62	\$20.21	\$20.81	\$21.44
Decatur (District proposal)	\$18.75	\$19.25	n/a	n/a	n/a

Even a custodian with three years' seniority fares better in Bloomington than Decatur.

	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Bloomington	\$25.86	\$26.70	\$27.50	\$28.32	\$29.17
Decatur (District proposal)	\$24.42	\$25.17	n/a	n/a	n/a

It is true that there are more longevity steps in the Decatur contract than Bloomington's, but no comparison is perfect, and custodians tend to be concentrated in the early-to-midrange of seniority. Decatur is also not offering a four-year contract, which is significant.

## Other raises at Decatur Public School District 61

Also significantly, the District has not made an argument that it cannot afford to pay better wages to its school custodians. In fact, other employees at the District have recently received higher pay increases than those being currently offered to custodians.



For example, last year school security got \$1.50 an hour raises across the board (as well as additional raises each year higher than the District’s current offer to custodians – 80c, 75c – for a 3-year contract as opposed to the 2-yaer contract offered custodians).

Note: This was lower than the raises secured by Teacher Assistants that same year.

Maintenance employees (who are already paid much higher wages than custodians) got a range of raises this year, for example, \$1.24 for an employee at step 6.

### Localized Cost of Living

In addition, in negotiations the Union raised the problem of localized cost of living in Macon County, where Decatur Public School District is located.

The Union cited the Massachusetts Institute of Technology’s **Living Wage** calculation, recognized as a standard, (<https://livingwage.mit.edu/counties/17115>).

This showed, in part that starting pay for custodians at Decatur Public Schools is currently well below the Living Wage for an adult even with no children.

Every single wage rate for any custodian, regardless of years of service or other factors, is well below the Living Wage for one adult with even one child.

MIT	Living Wage	Macon Co.	Illinois
	<u>1 Adult, 0 Children</u>	<u>1 Adult, 1 Child</u>	<u>1 Adult, 2 Children</u>
Living Wage	\$ 19.05	\$ 33.23	\$ 40.93
Poverty Wage	\$ 7.24	\$ 9.83	\$ 12.41
Minimum Wage	\$ 14.00	\$ 14.00	\$ 14.00

The District remains unmoved by any of this information.

### III. LAST OFFER

Note: The Union stands ready to continue negotiating in good faith, with or without the assistance of a mediator to reach an Agreement that is satisfactory to our members and the Board. There are two more mediation sessions between the Parties planned at this time:

August 29, 2024  
September 4, 2024

It is the Union's hope and objective to reach Tentative Agreement in these sessions if such can be accomplished in a manner that will allow our bargaining team a reasonable expectation that Union members would vote to approve the TA. We hope that the Board comes to the table with the same objective.

Below is a summary of all outstanding items and a description of the last Union offer made (July 30, 2024).

#### Items remaining

*In addition to the wage package, the Union has proposed the following unresolved items. Though the Union has proposed to withdraw these items repeatedly as part of a comprehensive settlement (package), the District has rejected every such package. Therefore, the items below technically remain in the table, so to speak. We include them here for the sake of completeness.*

#### Article V Compensation and Insurance

Union requests notice of changes in health insurance, assurance of opportunity to bargain the impact – Employer rejects.

#### Article VI Overtime

Union requests that when calling for overtime, the employer first call the building in which the employee is working – Employer rejects.

Union requests overtime when required to work when school closed due to weather or other emergency – Employer rejects.

#### Article VII Vacation and Holidays

Union requests approval for vacation requests when no students present, unless insufficient staff for time-sensitive work – Employer rejects.

Union requests Juneteenth holiday and New Year's Day – Employer verbally agreed to Juneteenth.

#### Article VIII Sick, Funeral, Court Leave & Personal Day

Union requests no discipline if employee provides doctor's note for sick day – Employer rejects.

Union requests funeral leave, personal days should not come out of sick leave – Employer rejects.

Union requests to delete provision that court leave not applicable if testifying against the District – Employer rejects.

Union requests if no call-ins for a 30-day period, employee gets an extra personal day – Employer rejects.

#### Article XI Working Conditions

Union requests that employees be allowed to volunteer to come in early for snow removal at OT rate – Employer rejects.

Union requests employees be allowed to hold union meetings on the clock on half days – Employer rejects.

Union requests that Employer-reimbursement for shoes not be for steel-toes but slip-resistant – Employer rejects.

Union requests work shoes or repair of eye wear damaged on the job \$250 – verbally agreed.

Union requests uniform allowance \$250 – verbally agreed.

#### WAGES – Last Offers

On July 30 at approximately 7pm, the Union made the following offer to **resolve all outstanding items**, including wages and above additional demands:

##### A four-year contract

- \$2 raise across the board year one for all except new hires and those who just completed probation
- Increase each longevity step so that, rather than the variable effective increase an employee now earns of approximately 50-60c as they progress from step to step each year, the contract would ensure that each step earns the employee 75c.

Note: This would not necessarily mean adding 75c to each annual step horizontally, but raising the rates diagonally to 75c each step.

After some (mediated) discussion, the District requested that the Union provide specific numbers, which we emailed shortly before 8pm.

Union proposal	July	30	2024	7pm	
	2023-24	2024-25	2025-26	2026-27	2027-28
new hire	18	18	18	18	18
after prob	20	20	20	20	20
step 2	20.5	22.5	20.75	20.75	20.75
step 3	21.01	23.01	23.25	21.5	21.5
step 4	21.59	23.59	23.76	24	22.25
step 5	22.81	24.81	24.34	24.51	24.75
step 6	23.67	25.67	25.56	25.09	25.26
step 7	24.57	26.57	26.42	26.31	25.84
step 8	25.5	27.5	27.32	27.17	27.06
step 9	26.22	28.22	28.25	28.07	27.92
step 10	26.52	28.52	28.97	29	28.82
step 11	26.57	28.57	29.27	29.72	29.75
12 to 16	26.63	28.63	29.32	30.02	30.47
17 to 21	26.69	28.69	29.38	30.07	30.77
22+	26.74	28.74	29.44	30.13	30.82

transmitted By email

The District responded about an hour later with 75c each year for 2 years, stating that they were going to have nothing further. The session ended.

The Union proposed dates to meet during the next two weeks: August 2, 5, 6, 7, 9 – any time of day. The earliest date the District was willing to meet was August 15, but also offered August 16 – both after 4pm. These were the only two dates discussed that the Union could not meet. Failing these two dates only, the earliest the District was willing to meet was August 29, but also offered September 4 and 11. The Union accepted both August 29 and September 4. We are hoping not to need to meet September 11.

The Union requested that the posting period required by 115 ILCS 5/12(a-5) be initiated on August 16, 2024. As we understand it, the parties have until August 23, 2024, to supply our last offers, which must be posted at least until September 6, 2024, before the Union can legally strike.

END

