

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

BETWEEN

MARS AREA EDUCATION SUPPORT
PROFESSIONALS, PSEA/NEA (

AND

MARS AREA SCHOOL DISTRICT (

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FACT-FINDING REPORT
CASE NO. ACT 88-12-12-W

HEARING: MAY 7, 2012
MARS AREA SCHOOL DISTRICT
ADMINISTRATIVE OFFICES

FACT-FINDER : MARC A. WINTERS

FOR THE DISTRICT:

THOMAS W. KING, III,
ESQUIRE

FOR THE ASSOCIATION

RHONDA JACOBY,
UNISERV REPRESENTATIVE

EXECUTIVE SESSION, MAY 14, 2012

FACT-FINDING REPORT: ISSUED MAY 21, 2012

FACT-FINDER'S REPORT AND RECOMMENDATIONS

BACKGROUND & DISCUSSION

Pursuant to Act 88 of 1992 and the Public Employee Relations Act, 195 of 1970, by letter dated April 10, 2012, the PLRB appointed the undersigned to act as a Fact-Finder and to issue a Report in the matter of the Mars Area Education Support Professionals/PSEA/NEA and the Mars Area School District.

The parties to this Fact-Finding have had an ongoing bargaining relationship. The most recent collective bargaining agreement between the parties, a six (6) year agreement is set to expire on June 30, 2012. The parties have met on several occasions to negotiate a successor agreement. Unable to reach an Agreement, impasse was declared and the parties proceeded to Fact-Finding based on a request by the School District dated March 26, 2012. The request was granted and Fact-Finding so ordered by the Pennsylvania Labor Relations Board on April 10, 2012.

This bargaining unit is comprised of approximately 104 members and is located in Butler County, Pennsylvania.

A Fact-Finding Hearing was conducted on May 7, 2012, in the Mars Area School District Administrative Offices, at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce evidence in support of their respective positions.

The Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Pennsylvania Labor Relations Act.

To arrive at the following recommendations, this Fact-Finder relied on, among other things, the following criteria:

The testimony given, and the evidence presented at the Fact-Finding Hearing and further clarifications given to questions by this Fact-Finder during the Executive Session held May 14, 2012.

Past collectively bargained agreements.

Comparisons of the unresolved issues relative to the employees in this bargaining unit with those issues related to other school districts and other public and private employees doing comparable work, given consideration to factors peculiar to the area and classifications involved, also known as internal and external parity.

The interest and welfare of the taxpayers, and the ability of the School District to

finance and administer the issues proposed.

In writing this report, this Fact-Finder considered comparable data and like issues from the following Butler County School Districts; Butler Area, Karns City, Moniteau, Seneca Valley, Slippery Rock and South Butler County.

Any and all items or proposals not previously agreed upon or specifically addressed within this Report are considered to be withdrawn. Any and all items or proposals agreed to and any tentative agreements made prior to the date of this Report that are not specifically addressed in this Report are recommended to be incorporated into the new Agreement.

Except as recommended and/or modified below or mentioned above, the provisions of the predecessor agreement are to be incorporated into the new Agreement without modification.

Where this Fact-Finder recommends changes, it may be sufficient to indicate the change only without quoting the exact language of the parties proposals.

ISSUES

The Association and the School District have identified approximately twenty-eight (28) outstanding issues remaining in dispute at the time of the Fact-Finding Hearing.

For the Association the issues still open or outstanding, by Article, were:

ARTICLE IX - Salary and Wages

- Section A. Food Service Workers
- Section E. Assignment of Overtime
- Section H. Position Change
- New Section I. Time Clock Procedure

ARTICLE X - Employee Benefits

- Section A. Professional Health Benefit Committee
- Section A. Language Substitution
- Section E. Paid Holidays
- Section G. Uniforms

ARTICLE XI - Leaves

- Section A. Death in Immediate Family
- Section B. Death of a Near Relative
- Section D. Personal Leave Days
- Section E. Sick Leave Days

ARTICLE XV - Conditions of Employment

- Section F. Layoffs - Employees' Exercise of Seniority Rights
- Section G. Furloughed Employees' Right to Participation in Insurance Program

Section K. Pay for Unused Sick Leave on Death or Retirement
Section L. Pay for Hospitalization and Medical Benefits on Retirement

ARTICLE XVIII - Special Conditions of Employment Secretaries
Section A. Workday for Secretaries

APPENDIX AGREEMENT - Food Service Contract

For the District the issues still open or outstanding, by Article, were:

ARTICLE I - Recognition

ARTICLE VII - Grievance Procedure
Paragraph A - General Provisions

ARTICLE VIII - Definitions

ARTICLE IX - Salary and Wages
Paragraph A. Food Service Workers
Paragraph B. Custodians
Paragraph C. Hours of Work
Paragraph F. Assignment of Overtime
Paragraph H. Position Change

ARTICLE X - Employee Benefits
Paragraph A - Hospitalization and Medical Benefits
Paragraph E. Paid Holidays
Paragraph F. Annual Vacation Allowance

ARTICLE XI - Leaves
Paragraph D. Personal Leave Days
Paragraph E. Sick Leave Days

ARTICLE XV - Conditions of Employment
Paragraph K. Pay for Unused Sick Leave on Death or Retirement
Paragraph L. Payment for Hospitalization and Medical Benefits on Retirement

ARTICLE XVII - Special Conditions of Employment
Paragraph A. Workday of Secretary

ARTICLE XXII - New Article
Pay Dates and Methods
Subcontracting of Work

FACT-FINDER'S RECOMMENDATIONS

Due to the time line between the Fact-Finding Hearing, the Executive Session and the date for which the Fact-Finder's recommendations are required, the Parties have agreed that the Fact-Finder should only list the recommendations for which the parties will be voting on without discussions and without discussions over issues not recommended.

This Fact-Finder can assure the Association and the District that each and every issue, supportive data and financials was read, and comparisons were considered with like issues in similarly situated school districts used for comparative purposes and considered in this Report.

This Fact-Finding, the Hearing process and this Fact-Finder's recommendations all come during very difficult times for School Districts and their employees.

School Districts have been faced with extremely tough times. The economic climate in Pennsylvania, the Governor's budget cuts, efforts of trying to fund wage and salary increases, higher insurance premiums and the considerable jump in required pension contributions are having a genuine affect on all school districts and their employees. The concerns over wage cuts, layoffs, demotions and cutting programs are justifiable issues School District's, their Boards and Teacher Unions/Associations have been and still are faced with.

Districts and their employees must share the burden, or the solution so student programs and teacher jobs are not compromised or lost.

The recommendations that follow are designed to help the School District and the Association further weather through this economic climate while still being as fair as possible to the needs of the support staff, as employees, of the District.

ARTICLE II - Term of Agreement.

The term of this Agreement shall begin on July 1, 2012, and shall continue in full force and effect until June 30, 2014.

ARTICLE IX - Salary and Wages

Effective July 1, 2012 - Wage Freeze

Effective July 1, 2013 - Thirty-five (\$.35) cents per hour increase.

ARTICLE IX - Salary and Wages
Section E. Assignment of Overtime

The first sentence of Section E will be amended to read:

Overtime shall be assigned in each building on the basis of job classification and district-wide seniority of those employees working in the designated building.

The last sentence of Section E will be amended to read:

The Maintenance Supervisor or Assistant Maintenance Supervisor will assign the employee as described above.

ARTICLE IX - Salaries and Wages
Section H. Position Changes

Section H will be amended to read as follows:

Employees changing positions shall receive their present salary. Employees changing their position to a cafeteria position shall receive the starting hourly rate for the position.

ARTICLE IX - Wages and Salaries
New Section I. Time Clock Procedures.

The Association and the District have jointly developed a procedure for using time clock/hand scanner. That procedure will be placed in the parties Collective Bargaining Agreement. However, this will not preclude the District from making technological changes in time clocks and/or hand scanners.

Employees shall clock in/clock out at the beginning and end of their work shift by use of a scanner or time clock. Procedures and discipline are listed in Appendix "B".

ARTICLE X - Employee Benefits
Section G. Uniforms

Amend the first paragraph to read:

Each custodian shall receive, by December 1 of every school year, one (1) new

working uniform purchased by the District. Said uniform for custodians shall consist of two uniform type shirts and a shoe allowance of \$25.00.

Amend the second paragraph to read:

The shirts for custodians shall consist of one long-sleeve and one short-sleeve and contain the lettering "Mars Area School District" over the left front pocket and the name of the custodian over the right front pocket. A badge containing the employee's name and the lettering "Mars Area School District" may be substituted in place of said lettering by the District.

Amend the third paragraph to read:

Each food service worker (excluding day-to-day substitutes) shall be reimbursed each school year for one (1) new working uniform and shoes, not to exceed \$100.00. Original receipt must be submitted for reimbursement. Said uniform shall consist of either a uniform type shirt and pants outfit or two (2) shirts or two (2) pants. Shoes shall be athletic in type. The uniform shall be either blue or white.

ARTICLE XXII - Pay Dates and Method
New Article

Employees will be paid direct deposit only by the 10th and 25th of each month. Pay stubs will be issued in electronic format only and the District will not issue paper pay checks and/or stubs. It is the responsibility of the employee to provide the District's Business Office with the information necessary to facilitate direct deposit of the employee's pay.

Dated: May 21, 2012

Fact-Finder: _____ Marc A. Winters

Marc A. Winters