

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD
DAVID A. PETERSEN, FACT FINDER

IN THE MATTER OF FACT FINDING)	FACT FINDER'S REPORT
BETWEEN)	AND RECOMMENDATIONS
)	
)	
)	
CHARTIERS VALLEY SCHOOL DISTRICT)	ACT 88-12-7-W
)	
)	Hearing:
and)	April 17, 2012
)	
)	Report Issued:
)	April 30, 2012
)	
CHARTIERS VALLEY SUPPORT PERSONNEL)	
ASSOCIATION)	

Appearances of Representatives:

Michael L. Brungo, Esquire
On behalf of the District

Christine A. Cortazzo, UniServ Representative
On behalf of the Association

FACT FINDING REPORT AND RECOMMENDATIONS

The Chartiers Valley School District and the Chartiers Valley Support Personnel Association bargained to impasse for a successor to the Agreement that expired June 30, 2011. Fact finding was requested by the Association, and on March 15, 2012 the Pennsylvania Labor Relations Board appointed the undersigned "as a fact-finder vested with the authority to proceed as set forth in Act 88 [i.e., Act 88 of 1992] and PERA [i.e., the Public Employee Relations Act, Act 195 of 1970], as supplemented by 34 Pennsylvania Code Section 95.61 et seq."

A formal fact finding hearing was conducted on April 17, 2012. The Fact Finder thoroughly studied the parties' respective proposals and evidence on the outstanding issues, and the Fact Finder had additional post-hearing e-mail contacts with District and Association representatives and conducted an Executive Session on April 27, 2012. Now, in the absence of a settlement, the Fact Finder is obligated to issue this Report.

On the basis of the reliable and credible evidence produced, and after careful consideration of all the relevant factors, the Fact Finder makes the following Findings and Recommendations to resolve the current impasse in the parties' negotiations for a new Agreement covering the period from July 1, 2011 through June 30, 2015:

Preamble and Article I-A

Association Proposal It is proposed that the name of the Association be changed from Chartiers Valley Support Personnel Association to Chartiers Valley Education Support Professionals Association, in accordance with the name change adopted by the PSEA ESP House of Delegates. The Association agrees to prepare all paperwork needed by the PLRB.

District Response No argument was offered at the hearing, but it was reported the District has no objection to this name change if the PLRB agrees to it.

FINDING AND RECOMMENDATION Use of the most accurate name of the Association in the contract is found to be appropriate, and it is recommended that the name of the Association in the 2011-2015 Bargaining Agreement be listed as Chartiers Valley Education Support Professionals Association if the Association prepares all necessary paperwork and the PLRB agrees to this name change.

Article II

Association Proposal It is proposed that the duration of the new Agreement be 6 years, effective from July 1, 2011 through June 30, 2017 and thereafter from year to year except that either party may notify the other by certified mail on or before January 1, 2017 of its desire to modify or terminate the contract. The Association notes that the former 2005-2011 Bargaining Agreement was a 6-year contract, and it urges that a 6-year contract is necessary to provide stability and the time needed to plan for the future.

District Proposal It is proposed that the duration of the new Agreement be 4 years, from July 1, 2011 through June 30, 2015.

FINDING AND RECOMMENDATION A 6-year Bargaining Agreement would be consistent with the previous contract and would certainly provide predictability and additional time before future bargaining, but a 4-year Bargaining Agreement is found to be more appropriate in the present uncertain economic climate and the prospect of changes in both State funding levels for education and District pension payment obligations. It is recommended that the new Bargaining Agreement be 4 years, effective from July 1, 2011 through June 30, 2015 and thereafter from year to year except that either party may notify the other by certified mail on or before January 1, 2015 of its desire to modify or terminate the contract.

Article VIII

Association Proposal It is proposed that all employees be paid the regular hourly rate per classification for the work to be done for all special projects or summer employment.

District Response The District currently has the right, for employees hired July 1, 1999 and thereafter, to establish the pay rates for all special project or summer work, except that skilled positions are paid at least the minimum hire rate.

FINDING AND RECOMMENDATION It is found that bargaining unit employees assigned to special projects or summer work should be paid their current hourly rate or the rate associated with the special project or summer work, whichever is higher. It is recommended this change be effective no later than July 1, 2012.

Article IX

Association Proposal It is proposed that the District make available to all bargaining unit employees a Group Life Insurance Program in the amount of \$50,000, with the Program being paid for by the District. The former 2005-2011 Bargaining Agreement made a Group Life Insurance Program in the amount of \$25,000 available to Twelve-month employees.

District Proposal It is proposed that a Group Life Insurance Program in the amount of \$25,000 be made available, with the Program being paid by the Board.

FINDING AND RECOMMENDATION An increase in the amount of life insurance, and expanding life insurance coverage to all employees, is found to be appropriate. It is recommended that the District make available to all bargaining unit employees a Group Life Insurance Program in the amount of \$30,000, with the Program being paid for by the District. It is recommended that this benefit be effective no later than July 1, 2012.

District Proposal It is proposed that the current monthly premium contributions for health care insurance of \$20 individual and \$30 employee

and dependent be increased for 2011-2012 and 2012-2013 to \$25 individual and \$35 employee and dependent, and be increased for 2013-2014 and 2014-2015 to \$30 individual and \$50 employee and dependent.

Association Response No counter proposal was offered at the hearing, but it was reported the Association does not support increases in these monthly premium contributions in the absence of District approval of other financial improvements proposed by the Association.

FINDING AND RECOMMENDATION An increase in the monthly premium contributions for health care insurance is found to be warranted. It is recommended that monthly premium contributions for health care insurance be increased for 2012-2013 to \$25 individual and \$35 employee and dependent, and be increased for 2013-2014 and 2014-2015 to \$30 individual and \$50 employee and dependent.

Article IX (continued)

Association Proposal It is proposed that employees entitled to receive Health Insurance and elect to "Opt-Out" receive \$500 per month (rather than the current \$100 per month) in lieu of insurance for individual insurance or \$1,000 per month (rather than the current \$250 per month) in lieu of insurance for all other coverages. The Association urges that these payments will encourage employees to "Opt-Out" and thus increase cost-savings to the District.

District Proposal It is proposed that employees entitled to receive Health Insurance and elect to "Opt-Out" receive \$100 to \$250 per month in lieu of insurance for individual insurance or \$250 to \$500 per month in lieu of insurance for all other coverages, on a sliding scale based on years of service.

FINDING AND RECOMMENDATION An increase in the "Opt-Out" payments is found to be justified, and it is recommended that the current \$100/month payment be increased to \$200/month and the current \$250/month payment be increased to \$350/month, effective no later than July 1, 2012.

Article XII

Association Proposal It is proposed that compensation for unused sick leave at retirement/resignation be increased to \$50 per day (from \$20 per day in the current contract) for accumulated sick leave, and that the maximum number of sick leave days subject to such payment be increased to 200 days (from 150 days in the current contract). The Association urges that this change will encourage employee attendance, reduce absenteeism, and be a cost-savings to the District.

District Proposal No argument was offered at the hearing, but it was reported that the District does not support changing the current compensation for unused sick leave at retirement/resignation.

FINDING AND RECOMMENDATION It is found that the District has a serious absenteeism problem and that further encouragement of employees not to abuse sick leave would be appropriate. It is recommended that compensation for unused sick leave at retirement/resignation be increased to \$35 per day for accumulated sick leave days up to a maximum of 150 days. It is

Article XII (continued)

recommended that this change be effective no later than July 1, 2012.

Association Proposal It is proposed that the sick leave incentive compensation rates be increased to \$500 (from \$250 in the current contract) for full-time employees and to \$250 (from \$125 in the current contract) for eligible part-time employees for those using 0% of their sick leave during a fiscal year; that these rates be increased to \$400 (from \$200 in the current contract) for full-time employees and to \$200 (from \$100 in the current contract) for eligible part-time employees for those using 10% of their sick leave during a fiscal year; and that these rates be increased to \$350 (from \$175 in the current contract) for full-time employees and to \$175 (from \$87.50 in the current contract) for eligible part-time employees for those using 20% of their sick leave during a fiscal year. It is also proposed that the current sick leave compensation language be amended to delete the definition limiting eligible part-time employees to those hired prior to October 1, 1984. The Association urges the current language is outdated and that these changes will encourage employee attendance, reduce absenteeism, and be a cost-savings to the District.

District Proposal The District proposes the sick leave incentive compensation rates be increased to \$300 (from \$250 in the current contract) for full-time employees and to \$150 (from \$125 in the current contract) for eligible part-time employees for those using 0% of their sick leave during a fiscal year; that these rates be increased to \$250 (from \$200 in the current contract) for full-time employees and to \$125 (from \$100 in the current contract) for eligible part-time employees for those using 10% of their sick leave during a fiscal year; and that rates for those using 20% of their sick leave during a fiscal year be eliminated.

FINDING AND RECOMMENDATION It is found, again, that the District has a serious absenteeism problem and that further encouragement of employees not to abuse their sick leave would be appropriate. It is recommended that a greater differential between the incentive for 0% usage and the next two levels be reflected in the 2011-2015 Bargaining Agreement by increasing the incentive for full-time employees at 0% to \$400 and by increasing the incentive for part-time employees at 0% to \$200. No other language change in this provision is recommended. It is recommended that this change be effective no later than July 1, 2012.

Article XXI

Association Proposal It is proposed that the grievance procedure language in the current contract reading in part: "the written grievance shall be submitted to the Superintendent on the form provided by the District" be amended so as to delete the words "on the form provided by the District". The Association maintains that, to its knowledge, this is the only District where an employee must request a grievance form from the District. The Association views this procedure as potentially intimidating and it seeks more control of the process.

District Proposal No argument was offered at the hearing on this aspect of Article XXI, but it was reported that the District does not support changing the current contract language in this regard.

FINDING AND RECOMMENDATION It is found that employees should have free access to the approved grievance form, and that this can be accomplished without deleting the current language requiring the form be provided by the District. It is recommended that language be added to the 2011-2015 Bargaining Agreement reflecting that the Association is entitled to an adequate supply of the approved grievance form, provided by the District, so the Association may distribute the approved form to any bargaining unit employee expressing a desire to file a written grievance.

Appendix A

Association Proposal It is proposed that salaries be increased 6% per year, that the current two-tier system be eliminated, that the schedules be compacted to 9 steps to increase the starting rates, that the schedules be graduated to control future incremental costs, and that there be full retroactivity to July 1, 2011. The Association agrees it offered to accept the District's proposal for the elimination of the 12 full-time bus driver positions, via attrition not including discharge for cause, if the District would accept the Association's salary proposal in its entirety.

District Proposal As of the date this fact finding process was invoked, it was proposed that average annual salaries be increased by 3% per year if the Association accepted the District's proposals for the elimination of the 12 full-time bus drivers and other cost saving measures. At the fact finding

Appendix A (continued)

hearing the District observed that with continued reductions in State funding and with the receipt of responses to recently issued RFPs for bus and custodial services its salary proposal may no longer be tenable.

FINDING AND RECOMMENDATION It is found that, for purposes of this proceeding, the focus must be on the salary proposals of the Association and the District as they existed when fact finding was invoked. Changed circumstances since that date, and not yet addressed, must first be discussed by the parties at the bargaining table. The Association presented evidence and argument at the hearing which supported its position

that an average increase of 6% per year is affordable and is appropriate in order to eliminate the two-tier system and compact and index the schedules and raise starting salaries. The District presented evidence and argument that, in light of reductions and anticipated future reductions in State funding of education as well as projected increases in the District's required pension contributions, an average annual increase of no more than 3% per year should be considered, and even then only if such an increase is coupled with the District's proposals for the elimination of full-time bus driver positions and other cost-saving measures. While the Association's proposal to eliminate the two-tier system and to compact and index the schedules seems appropriate and desirable in the long-term, the financing of these changes in the current uncertain economic climate with the prospect of reductions in State funding and planned increases in District pension payment obligations is problematic and is found to be best left to the parties to bargain. Nonetheless, an increase in average annual salaries is found to be warranted and affordable. It is recommended that the current salary schedules be replaced with the attached Appendix A schedules, reflecting average annual increases of 3.5% retroactive to July 1, 2011.

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The Recommendations contained in this Report constitute the settlement proposal upon which the District and the Association are required to act by law and regulation. Proposals not mentioned or recommended in this Report (including proposals for extensive contract language changes and significant revisions to holiday and leave provisions and the elimination of full-time bus driver positions) are denied, and unaffected provisions of the prior Agreement are to remain "as is" except as modified by existing tentative agreements signed by the parties or as modified by subsequent mutual agreement of the parties.

These Recommendations do not adopt the bargaining position of the District or the Association, and a vote to accept this Report represents only an agreement to resolve the current impasse by adopting these Recommendations.

Within ten (10) calendar days from the issuance of this Report the parties must notify the Pennsylvania Labor Relations Board (Jennifer Kreider, Secretary, 717-787-1091) whether they accept or reject this Report.

The District and the Association are to keep this Report confidential until the Pennsylvania Labor Relations Board releases it to the public, which will occur if this Report is rejected by either party.

7.

Chartiers Valley/PSEA
Act 88-12-7-W

David A. Petersen, Fact Finder

Issued this 30th day of April 2012.

Custodians:

Step	2010-11 (Base)	Step	2011-12	Step	2012-13	Step	2013-14	Step	2014-15
1	10.30								
2	10.62	2	11.40						
3	10.95	3	11.82	3	12.09				
4	11.30	4	12.24	4	12.52	4	12.82		
5	11.65	5	12.66	5	12.95	5	13.26	5	13.62
6	12.05	6	13.08	6	13.38	6	13.70	6	14.08
7	12.50	7	13.50	7	13.81	7	14.14	7	14.53
8	12.95	8	13.92	8	14.23	8	14.58	8	14.98
9	13.40	9	14.34	9	14.66	9	15.02	9	15.43
10	13.85	10	14.76	10	15.09	10	15.46	10	15.88
11	14.30	11	15.18	11	15.52	11	15.90	11	16.33
12	14.75	12	15.60	12	15.95	12	16.34	12	16.79
Pre 7-1-99	20.98	Pre 7-1-99	20.98	Pre 7-1-99	21.45	Pre 7-1-99	21.97	Pre 7-1-99	22.58

Head Custodians receive \$1.00/hr. above the listed rate

Skilled Maint. & Mechanics: (See Step Placement Chart)

Step	2010-11 (Base)	Step	2011-12	Step	2012-13	Step	2013-14	Step	2014-15
1	16.00								
1.5	16.50	2	17.64						
2	17.00	3	18.10	3	18.50				
2.5	17.50	4	18.55	4	18.97	4	19.42		
3	18.00	5	19.00	5	19.43	5	19.90	5	20.45
3.5	18.50	6	19.45	6	19.89	6	20.37	6	20.93
4	19.00	7	19.91	7	20.35	7	20.85	7	21.42
5	19.50	8	20.36	8	20.82	8	21.32	8	21.91
6	20.00	9	20.81	9	21.28	9	21.79	9	22.39
7	20.50	10	21.26	10	21.74	10	22.27	10	22.88
8	21.00	11	21.72	11	22.20	11	22.74	11	23.37
9	21.50	12	22.17	12	22.67	12	23.21	12	23.85
ST Pre 7-1-99	22.35	Pre 7-1-99	22.62	Pre 7-1-99	23.13	Pre 7-1-99	23.69	Pre 7-1-99	24.34
Mec Pre 7-1-99	22.62								

Head Mechanic receives \$1.00/hr. above the listed rate

Skill Trade Plus receives \$0.25/hr. above the listed rate

Appendix A

Bus Aides:

Step	2010-11 (Base)	Step	2011-12	Step	2012-13	Step	2013-14	Step	2014-15
1	9.30								
2	9.60	2	9.75						
3	9.90	3	10.09	3	10.31				
4	10.20	4	10.42	4	10.66	4	10.91		
5	10.50	5	10.76	5	11.00	5	11.27	5	11.58
6	10.80	6	11.09	6	11.34	6	11.62	6	11.94
7	11.10	7	11.43	7	11.69	7	11.97	7	12.30
8	11.40	8	11.77	8	12.03	8	12.32	8	12.66
9	11.70	9	12.10	9	12.38	9	12.68	9	13.02
10	12.00	10	12.44	10	12.72	10	13.03	10	13.39
11	12.30	11	12.78	11	13.06	11	13.38	11	13.75
12	12.60	12	13.11	12	13.41	12	13.73	12	14.11
Pre 7-1-99	16.81	Pre 7-1-99	16.81	Pre 7-1-99	17.19	Pre 7-1-99	17.60	Pre 7-1-99	18.09

Bus Driver:

Step	2010-11 (Base)	Step	2011-12	Step	2012-13	Step	2013-14	Step	2014-15
1	13.00								
2	13.35	2	14.10						
3	13.70	3	14.54	3	14.87				
4	14.10	4	14.98	4	15.32	4	15.69		
5	14.55	5	15.42	5	15.77	5	16.15	5	16.59
6	15.05	6	15.86	6	16.22	6	16.61	6	17.07
7	15.60	7	16.30	7	16.67	7	17.07	7	17.54
8	16.15	8	16.74	8	17.12	8	17.53	8	18.02
9	16.70	9	17.18	9	17.57	9	18.00	9	18.49
10	17.25	10	17.62	10	18.02	10	18.46	10	18.96
11	17.80	11	18.06	11	18.47	11	18.92	11	19.44
12	18.35	12	18.51	12	18.92	12	19.38	12	19.91
Pre 7-1-99	22.03	Pre 7-1-99	22.03	Pre 7-1-99	22.53	Pre 7-1-99	23.07	Pre 7-1-99	23.71

Step Placement Chart - Skilled Maint. & Mechanics

2010-11	2011-12	2012-13	2013-14	2014-15
1	2	3	4	5
1.5	2	3	4	5
2	3	4	5	6
2.5	3	4	5	6
3	4	5	6	7
3.5	5	6	7	8
4	6	7	8	9
5	7	8	9	10
6	8	9	10	11
7	9	10	11	12
8	10	11	12	12
9	11	12	12	12
ST	Pre 7-1-99	Pre 7-1-99	Pre 7-1-99	Pre 7-1-99
Mec	Pre 7-1-99	Pre 7-1-99	Pre 7-1-99	Pre 7-1-99

	(Base)	2011-12	2012-13	2013-14	2014-15	
Total Payroll:	3,045,634.64	3,152,108.82	3,262,397.69	3,376,550.49	3,494,707.77	
\$ Inc:		106,474.18	110,288.87	114,152.80	118,157.28	
% Inc:		3.50%	3.50%	3.50%	3.50%	3.50% 4-yr avg
# of BU Members:	110	110	110	110	110	
Average BU Salary:	27,687.59	28,655.53	29,658.16	30,695.91	31,770.07	