

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

BETWEEN

ATHENS AREA
EDUCATIONAL SUPPORT PROFESSIONAL
ASSOCIATION, PSEA/NEA

AND

ATHENS AREA
SCHOOL DISTRICT

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(FACT-FINDING REPORT
(CASE NO. ACT 8-13-54-E
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HEARING: JANUARY 9, 2014
ATHENS AREA SCHOOL DISTRICT
ADMINISTRATIVE OFFICES

FACT-FINDER, MARC A. WINTERS

FOR THE DISTRICT
JOHN G. AUDI,
ESQUIRE

FOR THE ASSOCIATION
STUART KARSCHNER,
PSEA UNI-SERV REPRESENTATIVE

EXECUTIVE SESSION: (BY PHONE)

JANUARY 21, 2014

FACT-FINDING REPORT ISSUED:

JANUARY 27, 2014

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 December 17, 2013, the PLRB appointed the undersigned to act as a Fact-Finder and to issue a Report in the matter of the Athens Area Educational Support Professional Association and the Athens 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 three (3) year agreement expired on August 31, 2013. The parties have met on numerous 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 District dated December 16, 2013. The request was granted and Fact-Finding so ordered by the Pennsylvania Labor Relations Board on December 17, 2013.

This bargaining unit is comprised of approximately 178 members listed as secretarial, cafeteria, maintenance, store room clerk, courier, custodial employees and aides. The school district is located in Bradford County, Pennsylvania.

A Fact-Finding Hearing was conducted on January 9, 2014, in the Athens 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.

This 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 January 21, 2014.

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 school districts which encompasses Bradford County:

Athens Area SD, Canton Area SD, Northeast Bradford SD, Sayre Area SD, Towanda Area SD, Troy Area SD and Wyalusing Area SD;

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 proposals itself.

ISSUES

The Association and the School District have identified approximately seventy-one (71) outstanding issues remaining in dispute at the time of the Fact-Finding Hearing. Approximately fifty-one (51) for the District and approximately twenty (20) for the Association. Some of the issues were, however, overlapping.

FACT-FINDER'S RECOMMENDATIONS

The parties to this Fact-Finding Hearing, during the Executive Session, agreed that this Fact-Finder need only to list the Fact-Finder's recommendations for the issues above, for which the parties will be discussing and voting on, taking into consideration the criteria listed above.

This Fact-Finder can assure the Association and the District that each and every issue, all supportive data and all financials were read, and comparisons were considered with like issues in similarly situated school districts.

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

School Districts in Pennsylvania have been faced with extremely tough times. The economic climate in Pennsylvania, the Governor's budget cuts of a year or so ago, efforts to fund wage and salary increases, higher insurance premiums and the extreme jump in required pension contributions are having a genuine effect on all school districts and their employees. The concerns over wages, benefits, possible layoffs, demotions, contracting out and cutting programs are justifiable issues School District's, their Boards and their 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/support staff 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 as well.

These Recommendations will take in account the District's and the Association's proposals and positions together.

New language will be added in blue while deleted language will be blue with a line through it.

Issue #1: Section 5.01, ASSOCIATION RIGHTS

The school district agrees to furnish to the Association in response to reasonable requests from time to time all available information that is required by law. The Association shall not be denied information, which will assist them in developing accurate, informed, and constructive programs on behalf of the employees, or information, which may be necessary for the Association to process a grievance or complaint. **The District shall notify the Association within 24 hours of any Right To Know request received.**

Issue #2: Section 8.05 Replace with DIRECT DEPOSIT

All employees will be required to establish a direct deposit account by March 31, 2014, with deposits being allowed at two different banks per employee.

Issue #3: Section 11.01, Vacations Full-Time Employees

Vacation with pay allowance shall be granted to employees as follows: **Effective each July 1:**

1st year of service ----- up to five (5) days
2nd years of service ----- ten (10) days
7th years of service ----- fifteen (15) days
15th years of service ----- twenty (20) days

Employees shall earn one-half (1/2) day per month during the first year of service not to exceed five (5) days.

Issue #4: Section 11.07, RESIGNING DURING THE YEAR

Any employee who resigns during the fiscal year and gives two weeks' notice, returns all keys and equipment, and fulfills all obligations, is eligible for payment of vacation based on that portion of the year in which he has worked, provided that he has met the 75% of available hours requirement. **Upon the death of an employee, the employee or his/her estate shall receive pay for any unused vacation leave. Such pay shall be at the employee's per diem rate.**

Issue #5: Section 12.01, HOLIDAYS

The following twelve (12) holidays will be paid to all employees after initial 45 days of employment:

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|------------------|---------------------------------------|
| New Year's Day | Thanksgiving Day |
| Presidents' Day | Day After Thanksgiving Day |
| Good Friday | First deer Day (Pennsylvania) |
| Memorial Day | Second deer Day (Pennsylvania) |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |

Issue #6: Section 13.01, PROBATIONARY EMPLOYEES

Newly hired employees shall be considered probationary employees for the first ninety (90) days worked from the first day of work for financial compensation and shall not have seniority rights. The employees retained after this probationary period shall become regular employees and maintain seniority rights from the **date the employee actually started work.**

Issue #7: Section 14.04, CLASSIFICATION TRANSFER

When an employee transfers from one classification to another, he shall serve a forty-five (45) workday probationary period. During the probationary period, the job the employee vacated shall not be posted but will be filled by a substitute. If the employee wishes to return to his original position, after the unsuccessful completion of the probationary period, he may do so without loss of rights, wages, or benefits. If the employee successfully completes the probationary period, his original position will then be posted under the terms and conditions of Section 14.01. In the event that the substitute employee is the successful bidder on the original job, he shall accrue seniority from the initial substitution date. **When an employee transfers to a different classification, the employee shall be placed on the step in the salary schedule corresponding to the years of district seniority and receive either the wage associated with the step or his/her current wage, whichever is higher. If the employee's current wage is higher, he/she shall receive no increase until his/her new classification wage surpasses his/her current wage.**

Issue #8: Section 15.02, WAGE INCREASES

Increases to hourly wage in each year, as follows:

A table shall be created increasing all wages by the following amounts for each year of the agreement

2013 – 2014
\$0.35 (retroactive)

2014-2015
\$0.40

2015-2016
\$0.40

Issue #9: Section 18.01, SENIORITY

Seniority is defined as the length of continuous service from the first day of work for the school district. Seniority shall not be accumulated during any period of layoff, furlough or unpaid leaves of absence except where provided by law. Seniority shall be held during a layoff, furlough or non-compensable illness for two (2) years provided the employee returns to work within five (5) workdays of notification to return to work.

A seniority list showing district seniority and classification seniority of each employee covered by this Agreement will be given to the Association by the last day of September each year.

Seniority of employees who begin work on the same day shall be determined by lot.

Issue #10: Section 7.02. HEALTH INSURANCE

Changes to the Health Insurance are as follows:

High Deductible Plan (known as HDHP-1) as discussed below.

***Single Coverage* - Bargaining unit members who choose to enroll in the HDHP-1 single coverage shall contribute a premium share of a total of \$500 annually. The premium share shall be deducted from their pay in equal installments.**

A deposit of \$1,000 will be made into the employee's HRA. The HRA shall be available to the member on day one of each calendar year.

The first \$500 will allow annual roll over of unused funds to the benefit of the employee and the additional \$500 if not needed, will roll over to the employer.

The HDHP-1 single coverage plan includes a \$625 deductible and \$1,000 annual co-insurance maximum (the co-insurance maximum includes the \$625 deductible). The member is responsible for paying the first \$500 of this amount, with out-of-pocket, non-reimbursed expenses or through the use of the \$500 that if not used, rolls over to the benefit of the employee. After the first \$500 of deductibles and/or co-insurance has been met, the employee shall be able to draw from the additional \$500 of HRA that if not used will roll over to the employer. At the end of the calendar year, whatever portion of the \$500 HRA that allows carryover and is not used, will roll over into the member's account for use in the following year(s). At the end of the calendar year, any remaining portion of the additional \$500 of HRA that if not used will roll over to the employer, shall be returned to the employer.

***Non-Single Coverage* - Bargaining unit members who choose to enroll in the HDHP-1 non-single coverage shall contribute a premium share of a total of \$750 annually. The premium share shall be deducted from their pay in equal installments.**

A deposit of \$1,750 will be made into the employee's HRA. The HRA shall be available to the member on day one of each calendar year.

The first \$750 will allow annual roll over of unused funds to the benefit of the employee and the additional \$1,000 if not needed, will roll over to the employer.

The HDHP-1 non-single coverage plan includes a \$1,000 deductible and \$2,000 annual co-insurance maximum (the co-insurance maximum includes the \$2,000 deductible). The member is responsible for paying the first \$750 of this amount, with out-of-pocket, non-reimbursed expenses or through the use of the \$750 that if not used, rolls over to the benefit of the employee. After the first \$750 of deductibles and/or co-insurance has been met, the employee shall be able to draw from the additional \$1,000 of HRA that if not used will roll over to the employer. At the end of the calendar year, whatever portion of the \$750 HRA that allows carryover and is not used, will roll over into the member's account for use in the following year(s). At the end of the calendar year, any remaining portion of the additional \$1,000 of HRA that if not used will roll over to the employer, shall be returned to the employer.

In the event that the entire \$1,750 HRA is exhausted, the employee will then be responsible for the final \$250 of deductibles and/or co-insurance.

Any member premium sharing shall be deducted in equal amounts spread over each paycheck through a qualified I.R.S. 125 payroll deduction plan.

The employer contribution of the HRA (\$500 or \$1,000) shall be based on the coverage that the member is enrolled in at the time of the deposit and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events. The employee contribution (\$500 or \$750) shall be based on the coverage that the member is enrolled in on July 1st and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events. If a member severs from the Canton Area School District, said member shall be responsible for the entire annual premium share, which will require a lump sum deduction for the remaining amount.

Antiquated or outdated language may be removed prior to printing the new Agreement.

Issue #11: **Section 20.13, TERMINAL PAY**

Terminal pay will be, for each unused sick day with maximum accrual for payment of one hundred (100) days per employee, as follows.

- \$34 2013-2014
- \$35 2014-2015
- \$36 2015-2016

Only sick leave accumulated in the District will be counted. Employees must have worked five (5) years in the District. Terminal pay shall be granted upon severance from the District. . **Upon retirement or death of an employee, the employee or his/her estate shall receive pay for any unused sick leave.**

Issue #12: **Section 20.21, DONATION PLAN**

A donation plan for employees to donate sick, personal and vacation leave to employees in need of such leave due to significant illness or injury shall be created by a joint labor-management committee. The committee shall be tasked with developing an approval mechanism and a procedure/form for allowing such donations to take place. **The procedure will be reviewed by the committee upon request of the Administration and/or the Association. Terms of the procedure may be amended upon agreement by both the Association and the Administration.**

Dated: January 27, 2014

Fact-Finder Marc A Winters
Marc A. Winters