

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and
Between	(Recommendations
	(
Port Authority of Allegheny County	(
	(Case No. PERA-F-13-284-W
and	(
	(Date of Hearing: December 12, 2013
	(
Port Authority Transit Police Association	(
	(Date of Report: January 3, 2014

William J. Miller, Jr.
Fact-Finder

For the Authority: Michael A. Palombo, Esq.
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For the Union: Michael Healey, Esq.
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Background

By letter dated November 19, 2013, the Pennsylvania Labor Relations Board (PLRB), pursuant to Section 802 of the Public Employee Relations Act, Act 195 of 1970 (Act), appointed the undersigned as Fact-Finder in the impasse between the Port Authority of Allegheny County (hereafter referred to as the "Authority") and Port Authority Transit Police Association (hereafter referred to as the "Union"). The Union represents a unit of approximately 39 bargaining unit police officers, who work for the Authority, located in Allegheny County, Pennsylvania.

The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the "Agreement") which was effective by its terms from August 1, 2009 to July 31, 2013. The parties met for purposes of negotiating a successor Agreement, but were unable to reach agreement on all issues raised during the course of bargaining. As a result, a Request for Fact-Finding was initiated by the Union.

In accordance with the Board's Order, the parties filed written statements of the issues in dispute with the Fact-Finder involving the following issues:

Term of Agreement

Wages

Training Pay

Shift Differential Pay

Employee Pension Contribution

Health Insurance

Retiree Health Care

Light Duty

Verification of Illness

Equipment

On December 12, 2013, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Pittsburgh, Pennsylvania. During the hearing, both parties were afforded a full opportunity to present testimony, examine and cross examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

A number of executive sessions were held prior to and subsequent to the hearing of this case. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues.

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

The reliable and credible testimony provided, the evidence presented at the Fact-Finding Hearing and further clarifications given to questions of this Fact-Finder during Executive Session discussions.

The expiring collective bargaining agreement.

Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other employers and employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.

The interest, welfare of taxpayers, and the ability of the Authority to finance and administer the issues proposed.

The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the Agreement created through this process.

ISSUES IN DISPUTE AND RECOMMENDATIONS

Term of Agreement

Union Position:

During the negotiations, the Union has discussed the Agreement as being for a period of four or five years. There has not been any conclusions related to the term, but discussions have been held by the parties in this context.

Authority Position:

While there has been no specific agreement regarding the term of the Agreement, discussion has involved the possibility of a four or five year Agreement.

Recommendation:

I have carefully considered as to what should be the proper Agreement term. As explained by the parties during the fact-finding presentation, a new transportation funding bill has been recently passed, and at this juncture the parties are not sure as to the consequences of the implementation of this legislation. Because of this reason, it is my recommendation that it would be more appropriate to have a three year Agreement as opposed to a four or five year Agreement, to give the parties an opportunity to determine the effect of the new legislation.

Wages

Union Position:

It is the position of the Union that wages should be increased as follows:

Effective Date	Percentage Increase
August 1, 2013	3%
January 1, 2014	3%

August 1, 2014	3%
January 1, 2015	3%
August 1, 2015	3%
January 1, 2016	2%
August 1, 2016	2%
January 1, 2017	2%
August 1, 2017	2%

Authority Position:

It is the position of the Authority that any wage increase provided needs to be reasonable, and represent an amount which would be reflective of the kind of increase provided to the larger bargaining unit. To do anything beyond this approach would be beyond what is reasonable under the circumstances.

Recommendation:

Effective Date	Percentage Increase
August 1, 2013	2.50%
August 1, 2014	2.50%
August 1, 2015	2.50%

Training Pay

Union Position:

Regarding training pay, the Union contends there are two issues. The first issue relates to the Authority's request that the Chief be permitted to add appropriate courses. It is the position of the Union it would be in agreement with the Authority's request in this regard, as long as the Chief would not be eliminating appropriate courses, without having a basis to do so. The second issue presented by the Union relates to its request that there should be increases in the amount of training incentive pay over the life of the Agreement.

Authority Position:

The Authority requests that the Chief be able to add appropriate courses. While it would be agreeable to providing an increase to the Education and Training Incentive Pay Program, it believes any increase should be limited to one increase during the term of the Agreement.

Recommendation:

It is recommended that the Chief be permitted to add appropriate courses. Regarding increases to the Education and Training Incentive Pay Program, I would recommend an increase of \$150 on August 1, 2014 and an increase of \$150 on August 1, 2015.

Shift Differential Pay

Union Position:

It is the position of the Union that shift differential pay be provided, when employees are required to work on shifts other than daylight shifts.

Authority Position:

The Authority is not inclined to consider a shift differential payment, but would be willing to consider shift differential if it would have the opportunity to make assignments of employees, rather than have the employees select their shifts on the basis of their seniority.

Recommendation:

After having carefully considering the positions of the parties, it is my recommendation that shift differential not be provided. The only way to provide shift differential would be on the basis of the bargaining unit giving up their right to select their assignments by seniority, and in my considered opinion, this does not appear to be reasonable under existing circumstances. Consequently I would recommend that shift differential not be provided.

Contributions by Employees to Health Insurance and Pensions

Union Position:

The Union requests that health insurance contributions made by its members not increase during the term of the Agreement. With respect to pension contributions by bargaining unit members, the contributions have increased from 4.5% to 10.5% for members of the defined benefit pension plan. The Union requests that a “snap back” concept be considered for this plan, based upon recently negotiated ATU language, whereby contributions will revert back to the old level once the plan funding has reached an acceptable level.

Authority Position:

The Authority cannot agree to the health insurance request of the Union as it relates to health insurance contributions. Relating to the “snap back” request of the Union concerning pension contributions, the Authority would be willing to consider such request under appropriate circumstances.

Recommendation:

Regarding health care contributions, it is readily apparent that there is considerable uncertainty regarding health care and associated costs in this area as a result of the dispute between UPMC and Highmark. Additionally, when this is coupled with the changes which are occurring in the Affordable Care Act, it is my recommendation the new Agreement cannot preclude possible health care cost increases. With respect to employee contributions to the defined benefit pension plan, it is my recommendation that once the pension plan becomes fully funded, based on actuarial studies, that employee contributions should be reduced to appropriate levels. It is also recommended that language be developed which will accomplish this goal similar to what was done with Local 85 and that the provision be applicable to all members of the defined benefit plan on a uniform basis.

Retiree Health Care

Union Position:

It is the Union’s position that all employees should be eligible for up to a maximum of three years of medical coverage upon retirement. The Union believes the plan offered to retirees should be the same medical plan then offered to active employees while they are below age 65 and a Medicare supplement after they reach age 65.

Authority Position:

The Authority is opposed to this request of the Union, citing the cost implications of providing such coverage.

Recommendation:

It is my recommendation, because of the increased cost required to provide the benefit requested by the Union, that such benefit should not be provided by the Authority. It is also my recommendation that the Authority continue to provide each retiree \$500 per month for up to five years for the purchase of health insurance between the ages of 60 and 65.

Light Duty

Authority Position:

The Authority proposes that the existing light duty provision in the Agreement be eliminated, with management of the Authority to determine if and when light duty will be available.

Union Position:

It is the position of the Union that the existing language of the light duty provision remain unchanged, except that light duty work will be paid at the rate of \$20.00 per hour.

Recommendation:

After having carefully considered the language of the prior Agreement, it is my recommendation that the language in the prior Agreement remain unchanged in the new Agreement.

Sick Leave

Authority Position:

It is the position of the Authority that it shall have the right to request an employee to submit a physician's certificate confirming the reason for an absence anytime confirming the reason for an absence anytime the Authority has a reasonable basis to suspect misuse or abuse of the sick leave benefit.

Union Position:

The Union opposes any changes in the existing procedures that are used by the Authority in reviewing sick leave abuses.

Recommendation:

I have carefully reviewed the positions of the parties related to this item. Undoubtedly, the Authority has a legitimate concern regarding misuse or abuse of sick leave benefits. This needs to be balanced with the right of employees to be sick and off work for legitimate reasons. Therefore, I would recommend that management be given the right to request a physician certificate in the case of an employee absence, but only in circumstances where the absences have showed a pattern of continuing absences.

Equipment

Union:

The Union requests that all employees be provided with Tasers in order to be able to successfully complete their work when problems arise.

Authority Position:

The Authority is receptive, with proper training being provided, to issue Tasers to all employees.

Recommendation:

I agree with the positions of the parties and would recommend that Tasers be provided to all employees, upon their being properly trained in the use of Tasers.

CONCLUSION

While no Fact-Finding recommendation is perfect, it is my considered opinion this recommendation is fair and is consistent with settlements and arbitration awards that are occurring with Act 111 cases.

In conclusion, the parties are directed to review the Fact-Finding report and within fifteen (15) calendar days from the date of the issuance of this report to inform the Pennsylvania Labor Relations Board and each other if they accept or reject this report.

Confidentiality of the report should be maintained during the fifteen-day consideration period and until officially released for publication by the Board in the event of a rejection.

The Fact-Finder submits the Findings and Recommendations as set forth herein.

William J. Miller, Jr.
Fact-Finder
Ligonier, Pennsylvania

Issued: January 3, 2014