

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER BETWEEN

South Side Area School District

and

South Side Educational Support Personnel  
Association, PSEA/NEA, Non-Professional

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:  
:  
:

CASE # ACT 88-13-44-W  
(Beaver County)

**FACT FINDING REPORT AND RECOMMENDATION**

FACT FINDER: Thomas L. Hewitt

FOR THE DISTRICT: Ira Weiss, Esquire, Solicitor  
Christian Bareford, Esquire  
Carson Robbins, School Board Member  
John Sepe, Business Manager  
Tammy Adams, Superintendent

FOR THE UNION: Kelly H. Compeau, PSEA Union Repr.  
Chris Rupnow, Assistant Director-Research  
Deb Elliott, ESP President

FILED: September 12, 2013

APPOINTMENT: September 17, 2013

HEARING: October 8, 2013

REPORT ISSUED: October 28, 2013

REPORTING DATE: November 7, 2013

MEDIATOR: Robert K. Lavery

**Background**

South Side Area School District is located in the southwest corner of Beaver County, within IU #27 and is comprised of the Boroughs of Frankfort Springs, Georgetown, Hookstown and Shippingport, and the Townships of Greene and Hanover. The approximately fifty-seven (57) employees in the bargaining unit are represented for collective bargaining purposes by the South Side Educational Support Personnel Association, PSEA/NEA. The elementary, middle and senior high schools, along with the administrative facilities for this 75.6 square mile district, are all located on one campus at 4949 Route 152, Hookstown, Pennsylvania.

A Collective Bargaining Agreement between the South Side Educational Support Personnel Association and the South Side Area School District became effective July 1, 2007, and by its terms and conditions remained in effect until June 30, 2013. On December 16, 2011, during the term of this Agreement, the Food Service employees petitioned to join the Support Personnel Association and a Memorandum of Agreement was reached covering the terms and conditions of employment for this group. Subsequently through another proceeding, the newly created position of Business Office Clerical Aide was accreted into the bargaining unit and the terms and conditions of employment for this position were negotiated and signed by the parties on August 11, 2010. The three groups had diversified work schedules, different

number and length of work days, varied benefits, contractual days and other conditions of employment which were required to be addressed in these negotiations. As one could anticipate, each group sought any benefit the other group enjoyed which would represent an improvement in their status. This created very difficult negotiations and the Board's adamant position that this group of employees was not entitled to contractual increases even close to those provided to the teachers also contributed to an impasse. Seven more meetings were held in 2013 and four others were set and later cancelled by the Board. Pennsylvania State Mediator Robert K. Lavery assisted in resolving the issues and succeeded in bringing the parties closer to resolution by securing fifteen (15) Tentative Agreements, including length of the Contract. There remained another fifteen (15) issues in dispute and an impasse was reached. At this point both sides requested Fact-Finding and Thomas L. Hewitt was appointed as the Fact-Finder. The parties submitted the issues in dispute to the Fact-Finder in advance of the hearing, as required by Pennsylvania Act #88. A full, fair and complete hearing was held at the District's Administration Office on October 8, 2013, during which each party was afforded the opportunity to present evidence, exhibits, testimony and arguments, with the right to cross-examine or question the other's material and oral presentations.

In addition to the verbal and material presentations by the parties, the Fact-Finder considered the following:

- Final General Fund Budget;
- Assessment Office valuation;
- Total revenue;
- Local revenue;
- Local tax effort;
- State subsidies;
- Millage history;
- Fund balance;
- Expenditures;
- Salary summaries and comparison:
  - a) Cafeteria personnel;
  - b) Maintenance personnel;
  - c) Secretary and teacher's aides.
- Comparisons with other bargaining units in the District;
- Attrition due to retirement incentive;
- Cost of retirement incentive;
- Population and enrollment decrease;
- Perpetual enrollment;
- The huge increase in pension costs from 9% to over 21% over life of contract;
- Prior agreements of the parties;
- Wage comparisons relative to private and public sector similar and relevant positions;
- The lawful authority of this employer;
- Any stipulations of the parties;
- The presentations of the parties;
- Economic conditions of the School District, area, state and currently the nation.
- Such other factors not confined to those listed above which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

## **Agreement**

### **II. RECOGNITION**

#### **A. DURATION OF AGREEMENT**

The Agreement shall be effective July 1, 2013, except as herein provided, and shall continue in full force and effect until June 30, 2018.

**RATIONALE:** Tentative agreement of the parties.

**APPENDIX A**

**WAGES, VACATION AND HOLIDAY SCHEDULE**

**A. WAGES, beginning July 1, 2013:**

	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Maintenance Personnel</b>					
Hourly rate	20.81	21.33	21.78	22.33	22.83
<b>Custodial Personnel</b>					
Hourly rate	19.06	19.54	19.99	20.49	20.99
<b>Secretarial Personnel</b>					
Hourly rate	20.81	21.33	21.78	22.33	22.83
<b>Clerical/Instructional Aides</b>					
Hourly rate	17.26	17.69	18.14	18.59	19.09
<b>Business Office Clerk</b>					
Hourly rate	19.04	19.52	19.97	20.47	20.97
<b>Cafeteria Personnel</b>					
Hourly rate – Level I	9.30	9.53	9.83	10.08	10.58
Hourly rate – Level II	11.30	11.58	11.88	12.18	12.68
Hourly rate – Level III	13.30	13.63	13.93	14.28	14.78

Increases will be retroactive to July 1, 2013, on base pay only, not overtime.

New employees will receive eighty (80%) percent of the appropriate rate during the probationary period.

**RATIONALE:** The District requested no increase for the cafeteria employees as they are now receiving the top pay based upon the Board’s research and the Board proposes to equalize their pay with other Districts. The Fact-Finder understands the Board’s intent however; a zero increase for five years is not found to be realistic. The Board provided their cafeteria a certain standard of living and to remain at this standard of living for the next five years with inflation and increased economic pressure is not acceptable. Therefore the Fact-Finder provided a lesser increase than other employees in the unit

**5. Certifications**

- a. A certification supplement of \$.25 per hour will be paid to employees holding certification in Plumbing, HVAC, Electrical and Chemical Application.
- b. The Association and the Employer will agree on the appropriateness of the certifying agency.
- c. The supplement will be paid to a maximum of two employees in each of the above-listed areas who shall be approved by the Board of Education.
- d. Costs incurred in obtaining or maintaining certificates will be paid by the Employer, subject to prior approve by the Board of Education.

**6. Licenses/Certifications**

- a. A payment of \$.50 per hour will be paid to the primary operator of the sewage plant.

- b. A payment of \$.25 per hour will be paid to the secondary operator while serving as secondary operator and \$.50 per hour while serving as primary operator.
- c. Other licensed employees will be paid the appropriate amounts while substituting for either the primary or secondary operator.
- d. Costs incurred in obtaining or maintaining licenses/certificates will be paid by the Employer as approved by the Board.

**7. Highly Qualified**

- a. Currently employees receiving a .25¢ per hour differential would continue to receive that so long as they are employed at South Side as an aide.

**RATIONALE:** See background above, in addition to considering the total presentation of evidence and testimony by the parties.

**B. HOLIDAYS**

The following holidays shall be considered as paid holidays unless there exists a requirement to schedule these days as regular school days:

**1. Maintenance and Custodial Personnel**

- |                         |                      |
|-------------------------|----------------------|
| Fourth of July          | Day before Christmas |
| Labor Day               | Christmas Day        |
| Veterans Day            | New Years Eve Day    |
| Thanksgiving Day        | New Years Day        |
| Thanksgiving Day Friday | Good Friday          |
|                         | Memorial Day         |

**2. Secretaries**

- |                         |                      |
|-------------------------|----------------------|
| Fourth of July          | Day before Christmas |
| Labor Day               | Christmas Day        |
| Veterans Day            | New Years Eve Day    |
| Thanksgiving Day        | New Years Day        |
| Thanksgiving Day Friday | Good Friday          |
|                         | Memorial Day         |

**3. Clerical/Instructional Aides**

- |                         |               |
|-------------------------|---------------|
| Labor Day               | New Years Day |
| Thanksgiving Day        | Memorial Day  |
| Thanksgiving Day Friday | Good Friday   |
| Christmas Day           |               |

**4. Business Office Clerical Aide**

- |                         |                   |
|-------------------------|-------------------|
| Labor Day               | New Years Eve Day |
| Veterans Day            | New Years Day     |
| Thanksgiving Day        | Good Friday       |
| Thanksgiving Day Friday | Memorial Day      |
| Day before Christmas    |                   |
| Christmas Day           |                   |

**5. Part-time Custodians and Part-time Clerical/Instructional Aides**

- |           |               |
|-----------|---------------|
| Labor Day | New Years Day |
|-----------|---------------|

Thanksgiving Day  
Christmas Day

Good Friday  
Memorial Day

These are four (4) hour holidays.

**RATIONALE:** Leveling of benefits and contract clarification.

**C. VACATION**

**1. Maintenance, Custodial and Secretarial Personnel**

Vacation shall be granted based on the following service requirements as determined on June 30<sup>th</sup> of each year:

YEARS OF PREVIOUS SERVICE	VACATION PERIOD
After one (1) full year of completed service	Five (5) work days
Two (2) – five (5) years of completed service	Seven (7) work days
Six (6) – nine (9) years of completed service	Twelve (12) work days
Ten (10) – fourteen (14) years of completed service	Fifteen (15) work days
Fifteen (15) years or more of completed service	Twenty (20) work days

Employees of record as of July 1, 2004, who have already earned vacation leave greater than twenty (20) days shall retain that level of leave during this Agreement.

**2. All Clerical/Instructional Aides; Part-Time Custodians; Business Office Clerical Aide**

None

3. All vacation shall be approved by the school superintendent as scheduled by the immediate supervisor. Tentative yearly schedules for individual use of vacation must be submitted to the superintendent's office before June 30 of each year.
4. Employees shall be prohibited from using vacation leave during the five (5) days before school begins and the five (5) days after school ends each year.
5. Vacation allotments must be used within the year assigned unless prior written approval is received from the superintendent. If granted, vacation may be accumulated to a maximum of five (5) days beyond the year's allotment.
6. Service as a part-time employee will not count for vacation entitlement.
7. Business office clerical aide's requested time off shall be per vacation request procedure.

**RATIONALE:** Contract clarification and equalization.

**APPENDIX B**

**WELFARE AND SUPPLEMENT BENEFITS**

During the term of this Agreement, as hereinafter expressly limited and/or extended, permanent service staff employees, except part-time custodians and part-time clerical/instructional aides, shall be entitled to the following benefits:

**A. Hospitalization, Surgical and Major Medical Insurance**

1. The District and the employee(s) shall share in the cost of the monthly premium(s) for medical health care insurance, currently, Highmark Preferred Blue PPO, in accordance with the schedule stipulated in

Section 2 below. Such premium sharing amounts shall be paid through the District’s “Section 125” plan referred to in Section 6 below.

2. The employee (premium sharing) contribution toward health care premium costs shall be as follows:

	2013-14	2014-15	2015-16	2016-17	2017-18
Single	170.00	200.00	235.00	266.00	297.00
Family	375.00	395.00	415.00	450.00	475.00

3. All plan benefits under the above-referenced plan including, but not limited to, physician/ specialist co-payments, in and out of network deductibles and prescription drug co-payments, shall be equal to those negotiated between the District and the South Side Education Association. In the event that a change in medical health care provider is initiated by the Beaver County School Health Insurance Consortium, the District will ensure that all benefit levels shall be equal to or better than the plan provided at the time of the change.
4. Part-time custodians and part-time clerical/instructional aides may participate in the District’s medical health care insurance plans at their own expense utilizing payroll deduction. The part-time employee who is provided benefits by the District as of the signing of this Agreement shall be grandfathered and continue to be provided benefits while working at part-time status.
5. Employees wishing to maintain the “2012-2013 buy-up” plan may do so by payroll deduction or by remitting the difference in cost between the “2012-2013 buy-up” plan and the current plan in effect to the district business office each month prior to the District’s due date with the carrier.
6. During the term of this Agreement, the District shall implement and continue in effect a Plan under Section 125 of the Internal Revenue Code so that employees may redirect a portion of their salary or other compensation to pay for certain allowed medical expenses on a pre-tax basis. Such Section 125 Plan/FSA shall be available to all employees covered by this Agreement. The annual maximum contribution for Medical Care and Dependent Care shall be the maximum permitted by IRS regulations. Enrollment in the Section 125 Plan/FSA or change of election as to participation therein shall be available only during the Open Enrollment Period or upon the occurrence of a “change in family status”, as provided for in the Plan. The District’s Section 125 Plan/FSA shall be administered by Security Benefits Group
7. For any of the years of this Agreement, each member of the bargaining unit who elects to forego medical insurance coverage, currently, Highmark Preferred Blue PPO, shall receive a stipend equal to \$1,500. However, if eight (8) or more members of the bargaining unit forego medical insurance coverage the stipend shall equal \$2,000. Each employee participating in this program must notify the School District by June 15 immediately preceding the new school year for members who have not previously elected to participate to receive the full bonus. In accordance with the requirements and guidelines of (IRS) Section 125, those employees eligible for a change in election status, as the result of a qualifying event, after June 30<sup>th</sup> and upon written notification on the form(s) required, will have their bonus prorated on a monthly basis. In either case, payment shall not be made until June following the school year. An employee may elect to re-enter the health care program as a result of an IRS Section 125 Plan qualifying event upon written notice on the form(s) required. The district will reinstate designated health care coverage on the first day of the month following notification. The re-enrollment period is covered by the health care master agreement and will be governed accordingly. Pro-rata payments will be made to any employee re-entering the program by dividing the stipend as defined above, whether \$1,500 or \$2,000, by the number of months the person was not covered.

**RATIONALE:** Comparisons with other Districts and percentage of teacher’s contribution.

**F. SICK LEAVE**

Employees, without loss in salary therefore, shall be entitled to the following number of sick leave days and their annual accumulation for personal illness and treatment during the contract year:

	Sick Days	Annual Accumulation
Maintenance	12	12
Custodians	12	12
Secretaries	12	12
Business Office Clerical Aide	11	11
Clerical/Instructional Aides	10	10
Part-Time Employees	10	10

Up to five (5) accumulated sick leave days per year may be used for family illness.

Upon retirement from the South Side Area School District, each employee will be paid Thirty (\$30) Dollars for each accumulated unused sick leave day without limit.

An attendance incentive, based upon the professional contract, will provide an incentive of Ten (\$10) Dollars per day for the non-use of sick leave, at the end of each year.

During the first school year of hire, twelve (12) month employees shall be entitled to sick leave days and their accumulation according to the proportion of their work period actually remaining in said school year. Thus, for example, a maintenance employee hired as of January 1, would be entitled to six (6) sick days during the school year and the right to accumulate six (6) such days for future use. And on the following July 1, that employee, after reporting to work, would immediately be entitled to his/her scheduled twelve (12) additional sick days and the right to accumulate twelve (12) added sick days for future use. Similar proportionate adjustment would be made for clerical/instructional aides and part-time employees.

**RATIONALE:** Coordination of benefits.

**G. PERSONAL LEAVE**

Employees, without loss in salary therefore, shall be entitled to the following number of personal leave days for matters requiring absence from the regular work day during the contract year. Such leave may be accumulated from year to year to a maximum total of three (3) days. All other unused personal leave days shall be converted to sick leave. Except for emergency, all employees shall be required to give at least one (1) day’s prior notice to the immediate supervisor before the leave may be granted.

	Personal Leave Days
Maintenance	3
Custodians	3
Secretaries	3
Clerical/Instructional Aides	3
Business Office Clerical Aide	3
Part-time Custodians	2
Part-time Clerical/Instructional Aides	2

**RATIONALE:** Comparison with other Districts and teachers’ benefits as under same Employer.

**APPENDIX C**

**TERMS AND CONDITIONS OF EMPLOYMENT**

The following is intended to define the normal hours of work per day, week and year. It is also intended to be used as the basis for computing overtime and is not intended to be construed as a guarantee of work available.

**A. WORK YEAR**

## **1. Maintenance, Custodial and Secretarial Personnel**

The work year during the term of this Agreement will be fifty-two (52) weeks (260 days), which includes paid vacations and paid holidays as determined by the Board or its agents.

## **2. Clerical/Instructional Aides**

The normal work year during the term of this Agreement will be 183 days as determined by the Board or its agent. The Board reserves the right to reschedule work days when school is not in session to days when special in-service programs can be provided. At least one in-service day must be scheduled prior to the first student day and the others within seven (7) working days of the last student day.

## **3. Business Office Clerical Aide**

The normal work year during the term of this Agreement will be 240 days as determined by the Board or its agent. The Board reserves the right to reschedule work days when school is not in session to days when special in-service programs can be provided. At least one in-service day must be scheduled prior to the first student day and the others within seven (7) working days of the last student day.

## **B. WORK WEEK**

### **1. Maintenance, Custodial and Secretarial Personnel**

- A.** Each employee shall be required to work a forty (40) hour week. Employees will be compensated on the basis of one and one-half (1.5) times their regular rate of pay for hours worked in excess of forty (40) hours in one week or eight (8) hours in any one day. The opportunity for overtime for custodial/maintenance employees will be distributed on a rotating basis among the employees who are interested.
- B.** For the purpose of computing overtime eligibility, all hours actually worked as well as all paid time off for vacation leave, holidays, sick leave and personal days shall apply. Other leaves of absence shall not apply as time worked.
- C.** The District shall have the opportunity to fill vacancies with part-time and/or substitute employees. **The District will make work available to qualified part-time bargaining unit employees prior to calling substitutes, provided no overtime pay is required.** In the event the District is unable to do so, then full-time bargaining unit employees may be offered overtime in accordance with the following: "Equalization of Overtime Procedures" (contained in contract).

### **3. Secretaries – ELIMINATED**

~~Secretaries will work summer hours during the time period established by the Board of Education. They will work a seven (7) hour day at no loss in pay.~~

**RATIONALE:** All other employees are required to work their full scheduled hours to receive their full pay. The secretaries are necessary support for the administration on duty.

## **C. WORK DAY**

### **1. Maintenance and Custodial Personnel**

The work day shall be eight (8) hours in length, including a thirty (30) minute lunch period.

### **2. Secretarial Personnel; Business Office Clerical Aide**

The work day shall be eight (8) hours in length, including a thirty (30) minute lunch period.

### **3. Clerical/Instructional Aides**

The work day shall be seven (7), seven and one-half (7-1/2) or eight (8) hours per day, including a thirty (30) minute lunch period, depending upon the position. The Administration will establish the length of the work day for each position prior to the beginning of each school year. Employees hired before June 30, 1993, will maintain their present number of working hours per day.

### **4. Part-time Custodians and Part-time Clerical/Instructional Aides**

The work day shall be four (4) hours in length.

### **5. Breaks**

Each employee may take two (2) ten (10) minute breaks during the course of their defined work day. Part-time custodians may take one (1) ten (10) minute break during their four (4) hour day. Employees may not combine breaks with the lunch period. The District reserves the right to designate the specific times when employees may take their lunch and/or breaks for operational needs.

### **6. School Emergency Closing.**

In the event of a school closing any cook who is scheduled to report at 6:30 a.m. who had not been timely notified of the closing, will be paid for a minimum of two (2) hours. On scheduled early dismissal days, part-time employees will report to work one hour prior to the regular start time and will leave one hour prior to the regular time.

**RATIONALE:** With the new up-to-date notification system this should not come into play. The employees have no control over notification and should not suffer the inconvenience.

### **RESOLUTION OF ISSUES**

With the incorporation of the modifications or changes contained in this report into the Collective Bargaining Agreement dated July 1, 2007 to June 30, 2013, it now becomes the ONLY Collective Bargaining Agreement for all employees involved. All other previous agreements between the District and all parties (specifically, the Memorandum of Agreement between the South Side School District and the South Side Educational Support Personnel Association, PSEA, NEA, dated July 1, 2012, and the Agreement between the South Side School District and the South Side Educational Support Personnel Association, PSEA, NEA, Business Office Clerk, dated August 11, 2010) are void and expired. Any changes or modifications, whether presented at the Fact-Finding or not, which are not contained in the revised Agreement, are null and void or considered denied. The fifteen (15) Tentative Agreements attached hereto are hereby incorporated into the revised new Collective Bargaining Agreement.

**Issued at Latrobe, Pennsylvania on this 28th day of October, 2013, in the year of our Lord Two Thousand and Thirteen.**

*/s/ Thomas L. Hewitt*

\_\_\_\_\_  
**Thomas L. Hewitt**  
**Fact-Finder**

Attachments: Tentative Agreements (15)