

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Impasse Between

ALLENTOWN SCHOOL DISTRICT

“Public Employer”

Case No. Act 88-14-30-E

And

ASD SECRETARIAL ED SUPPORT PERSONNEL  
ASSOCIATION/PSEANEA

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REPORT OF THE FACT-FINDER

REPRESENTATION

The Allentown Secretarial Education Support Personnel Association (Association) was represented by Corinne Fecho, PSEA UniServ Representative. The Allentown School District (District) was represented by Attorney Paul K. Blunt, of the Law Firm of King, Spry, Herman, Freund, & Faul, LLC.

STATEMENT OF CASE

Pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act (PERA), the undersigned was appointed by the Pennsylvania Labor Relations Board (“PLRB” or “Board”) on October 21, 2014, as the Fact Finder in the impasse between the Allentown City School District (Employer) and the Allentown Secretarial Educational Support Personnel Association (Association), a unit comprised of approximately one hundred forty one (141) Secretarial and IT employees. The parties began negotiations for a successor agreement in January 2013. The parties met on their own and then with the assistance of a mediator. As of this date the parties have not reached an agreement and requested fact finding. After receiving the list of issues in dispute, a hearing with the representatives of the District and the Association was held on November 11, 2014 in the Allentown School District Board Room. Both parties were afforded the opportunity to present testimony, introduce documentary evidence, and oral argument in support of their respective positions on the unresolved issues. On November 19, 2014 and again on November 25th informal meetings were held in the PSEA Allentown office with district and union representatives pertaining to the unresolved issues and a possible settlement.

Pursuant to statutory authority, this report will be released to the public if not accepted. A vote to accept the report does not constitute agreement with or endorsement of the rationales, but rather represents only an agreement to resolve the issues by adopting the recommendations.

DISCUSSION AND RECOMMENDATION

1. TERM OF AGREEMENT – ARTICLE XXV

The association is requesting a three-year agreement retroactive to July 1, 2013. The District made no formal proposal with respect to the length of the agreement but agrees with a three-year agreement.

Recommendation: Association’s proposal is accepted.

2. RECOGNITION CLAUSE – ARTICLE II SECTION 3

The Association is proposing to modify the work year for Grade A employees by reducing the number of days worked from 5 days at the end of the school year to 4 days following the last scheduled teacher day. The Board is proposing no change to the current language.

Recommendation: Association’s proposal is accepted.

3. ASSOCIATION SECURITY – ARTICLE IV SECTION 8

The Board is proposing an editorial revision to Section 8 of the agreement to read: “**Should the Association** use more than three (3) days, the Association shall reimburse the District for wages for days used beyond the three (3) Association Leave days, **i.e. the 4<sup>th</sup> and 5<sup>th</sup> day used.**” The Association does not object to the revision.

Recommendation: The Board proposal is accepted.

4. GENERAL CONDITIONS OF EMPLOYMENT - V Section 15 B

The Association is requesting that the language be modified to delete from the following words (*related to conference, seminar, workshop, or*) from the last sentence and replace it with “**when associated with a**” course. The last sentence will read: “They do not include reimbursement for food, lodging, or travel when associated with a course.”

Recommendation: The Association proposal is accepted.

5. SICK LEAVE - IX SECTION D

The Association is proposing that effective July 1 of each contract year of this Agreement ten (10) days of sick leave credit will be added to accumulated balances in 1.B. above for 10-month salaried employees. A promotion from this position will result in the calculation of prorated current sick days to equal to those of the new position. They base their proposal on the comparison of the Lehigh and Northampton County ESP contracts where the majority of the contracts provides for 10 days sick leave for 10 month employees. The Board contends that this is a cost item and should not be granted.

Recommendation: The Association proposal is accepted.

6. VACATION – ARTICLE XIII

The Association proposed a revision to the current scheduled vacation days in the contract by changing the number of years of service and by adding additional vacation days for all salaried employees except for Job Grade A employees, as follows:

Years of service	Vacation Days
Less than one year	Prorated
1 to 2 years	10 days
3 years	11 days
4 to 5 years	12 days
6 years	14 days
7 to 8 years	15 days
9 to 10 years	17 days
11 to 12 years	18 days
13 to 14 years	19 days
15 to 16 years	20 days
17 years	21 days
18 to 19 years	22 days
20 to 21 years	23 days
22+ years	24 days

The Board feels that this is a cost item and should not be approved.

Recommendation: The Association proposal is accepted.

7. HEALTH CARE - XIX Section 1 & 2

The Board proposed that the current language be amended to read: For each fiscal year during this agreement, the District shall provide Blue Cross **Preferred Provider Organization (PPO)** or substantially equivalent coverage for hospital, medical and surgical expenses, including standard supplemental major medical coverage subject to a **seven** hundred and fifty dollars (**\$750**) per year deductible provision not to exceed **fifteen** hundred dollars (**1500**) per family, for each salaried bargaining unit member and eligible dependents as defined by the carrier, but not limited to

dependent full-time students to age twenty-six (26) Said coverage shall only be provided if the salaried employee contributes a per month contribution of **15% of the monthly premium for the coverage selected** for each year of the agreement, respectively.

The Association is opposed to the changes proposed by the Board because the changes are too costly for the bargaining unit members who are having difficulties making ends meet because of the low salaries.

Recommendation: Approve the conversion of the current medical insurance provided to bargaining unit members to that of a PPO effective July 1, 2015. Increase the PPO deductible amounts to those accepted by the Board and the other three bargaining units from two hundred fifty dollars (\$250) to five hundred dollars (**\$500**) with the maximum amount for family coverage from seven hundred fifty dollars (\$750) to that of one thousand dollars (**\$1,000**) per year. **The Boards proposal to increasing the premium share contributions from seventy (\$70) dollars to that of 15% of premium is denied.**

#### 8. PRESCRIPTION - XIX Section 9

The Board has proposed increasing the retail cost for prescription drugs from the current amounts to:

	1-30 day supply	Mail order (90 day supply)
Generic Formulary	\$10	\$20
Brand Formulary	\$30	\$60
Non-Formulary	\$50	\$100
Special Drugs	10%	10%

In addition the Board proposed the inclusion of the following language:

When a generic is available, the employee must select the generic or pay the difference between the cost of the generic and the cost of the non-generic. The implementation of the prescription benefit shall be subject to Step Therapy.

The Association opposes the cost increase for prescription drugs since their members are having difficulty paying for their current medications without adding additional cost.

Recommendation: The Boards proposal is accepted in part. The following is being recommended effective July 1, 2015 with the addition of the Board language proposal:

Retail (1-30 day supply)	Generic Brand Name	Formulary	
	\$8	\$25	\$40
Mail order (90 day supply)	\$16	\$50	\$80

#### 9. VISION CARE - XIX Section 10

The Association is recommending that each employee shall be eligible for up to \$220 reimbursement of examinations, frames, and/or lenses in each year of the agreement as well as deleting the current listing of reimbursable rates. The Association does not propose any other changes to the current language. The overall pool of money will remain at \$10,000.

The Board views this proposal as a cost item and should not be accepted.

Recommendation: The Associations proposal is accepted.

#### 10. IT PERSONNEL – NEW

Since the IT personnel have been included into the Secretarial bargaining unit, the Association is requesting that they be included into the new three year agreement including, but not limited to, their current terms and conditions of employment, salaries and benefits The Board does not object to their inclusion as requested as long as their salaries are frozen for the length of the agreement.

11. SALARY SCHEDULE/INFORMATION – ARTICLE XXII.

The Association is requesting a 2% on-scale increase in each year of the agreement along with a \$300 dollar longevity payment after 20 years of service with the district. The association justifies their request indicating that in the last contract negotiations the association accepted a six month wage freeze by deferring step movement and a one percent increase for only the top step. The increase was also deferred for an additional six months in the second year of the contract. The Board argues that they cannot afford the Association's requested increases due to major increases in retirement and Charter Schools payments. Therefore, they are proposing a three year wage freeze. The Board just successfully negotiated three other bargaining unit contracts that provide for three years of wage freezes along with other concessions dealing with health care.

Recommendation: Due to the fact that the Security employees as well as the Custodial and Food service bargaining units agreed to a three year wage freeze it is my recommendation that the same apply to the Secretarial/IT bargaining unit for the same period of time. However, in exchange for taking a three year wage freeze, all three units negotiated a no involuntary reduction in force clause that sun sets at the end of their agreements. The following language will apply to the Secretarial/IT employees and made a part of this agreement.

“The District shall not layoff any employee or otherwise reduce the workforce of this bargaining unit by any means whatsoever except by means of attrition, resignation or retirement. This provision shall sun set on June 30, 2016. “

Salary Schedules for the above unit are as follows:

SALARY SCHEDULE

2013-2016

Computer Tech	Desktop PC Support
1. \$28,500	1. \$25,879
2. \$29,566	2. \$26,879
3. \$31,000	3. \$27,879
4. \$32,381	4. \$28,879
5. \$33,881	5. \$29,879
6. \$35,381	6. \$30,879
7. \$36,876	7. \$31,879
8. \$38,381	8. \$32,879
9. \$39,881	9. \$33,879
10. \$41,381	10. \$34,879
11. \$42,759	11. \$35,879
12. \$44,136	12. \$36,879
13. \$45,768	13. \$37,879
14. \$47,400	14. \$38,879

**Allentown SD  
Salary Schedule  
2012-2013**

<b>STEP</b>	<b>Grade A</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>
1	18,022	23,405	24,004	24,551	25,309
2	18,576	24,125	24,874	25,501	26,309
3	19,131	24,845	25,744	26,551	27,309
4	19,685	25,565	26,540	27,401	28,309
5	20,239	26,285	27,484	28,351	29,309
6	20,794	27,005	28,354	29,301	30,309
7	21,348	27,725	29,224	30,251	31,309
8	22,343	28,445	30,094	31,201	32,309
9		29,165	30,964	32,151	33,309
10		29,885	31,834	33,101	34,309
11		30,605	32,704	34,051	35,309
12		31,325	33,574	35,001	36,309
13		32,045	34,444	35,951	37,309
14		33,424	36,024	37,643	39,079

<b>Payroll</b>	<b>3,401,230</b>
<b>Avg. Sal</b>	<b>25,573</b>

**Allentown SD  
Salary Schedule  
2013-2016**

<b>STEP</b>	<b>Grade A</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>
1	18,022	23,405	24,004	24,551	25,309
2	18,576	24,125	24,874	25,501	26,309
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6	20,794	27,005	28,354	29,301	30,309
7	21,348	27,725	29,224	30,251	31,309
8	22,343	28,445	30,094	31,201	32,309
9	0	29,165	30,964	32,151	33,309
10	0	29,885	31,834	33,101	34,309
11	0	30,605	32,704	34,051	35,309
12	0	31,325	33,574	35,001	36,309
13	0	32,045	34,444	35,951	37,309
14	0	33,424	36,024	37,643	39,079

<b>Payroll</b>	<b>3,401,230</b>
<b>Avg. Sal</b>	<b>25,573</b>
<b>Tot Inc</b>	<b>0</b>
<b>% Inc</b>	<b>0.00%</b>
<b>Avg Inc</b>	<b>0</b>
<b>Onscale</b>	<b>0.00%</b>
<b>Increment</b>	<b>0.00%</b>

ALL OTHER MATTERS

All other matters not previously agreed upon or specifically addressed herein are recommended to be withdrawn. Any agreements mutually made prior to the commencement of the Fact Finding that are not specifically addressed in this Report are recommended to be included, as agreed upon, in the agreement.

I believe the recommendations above represent a reasonable, acceptable compromise to the outstanding issues, and I urge the parties to take serious, thoughtful consideration to my recommendations. I direct the parties' attention to my cover letter which outlines their responsibilities to notify the PLRB of their acceptance or rejection of these Recommendations.

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Walter Glogowski, Arbitrator/Fact-Finder

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December 1, 2014