



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 forty-one other school districts which encompasses Allegheny County, including the contiguous Districts of Cornell, Quaker Valley North Allegheny, North Hills and Northgate.

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and all items or proposals not previously agreed upon or specifically addressed within this Report are considered to be withdrawn.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 six (6) outstanding issues remaining in dispute at the time of the Fact-Finding Hearing.

- Issue No. 1, Article 13, Term of Agreement.
- Issue No. 2, Article VII, Work Schedules and Assignments.  
New Section – Lunch Period for Food Service Employees
- Issue No. 3, Exhibit A, Compensation.
- Issue No. 4, Retroactivity.
- Issue No. 5, Exhibit B, Other Benefits.
- Issue No. 6, Exhibit C, Leaves of Absence.  
Paid Time Off (PTO) Leave for Food Service Employees.

## **FACT-FINDER'S RECOMMENDATIONS**

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.

Here, the District, like other Districts across the state, suffers from the ups and downs of tax base and collections, the Governor's initial budget cuts of a couple years or so ago, efforts to fund wage and salary increases, higher insurance premiums and the extreme jump in required pension contributions. Those issues 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.

The Avonworth School District over the last five years have slightly exceeded their budgeted revenues. For three of the past five years actual expenditures have been slightly less than budgeted expenditures. The result is the District ended each year with more than it projected in its budget. The District has been fiscally sound. Although not a wealthy District, they are not a poor District either. Their conservative approach has worked, however, they still have to be cognizant to those issues listed above

The recommendations that follow are designed to help the School District and the Association to maintain the District's financial stability 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.

Issue No. 1, Article 13, Term of Agreement.

This Agreement will become effective from July 1, 2013, through and including June 30, 2017.

Issue No. 2, Article VII, Work Schedules and Assignments.  
New Section – Lunch Period for Food Service Employees

The Association is requesting that the existing practice of providing food service employees who work six hours or more a paid ½ hour lunch period and to provide those food service employees who work less than six hours per day a 15 minute duty free break.

The District is requesting that an unpaid ½ hour lunch be provided to food service employees who work six hours or more per day and that a 15 minute duty free break be provided to those food service employees who work four hours or more per day.

After reviewing the testimony, and the external comparables, this Fact-Finder can see no reason why to alter the existing practice of providing food service employees who work six hours or more per day a ½ hour paid lunch. However, it would be more appropriate to provide the 15 minute duty free break to those food service employees who work four hours or more per day.

Fact-Finder's Recommendation is as follows:

New Section 10, Lunch Period for Food Service Employees will read as follows:

Food Service Employees regularly scheduled to work six (6) hours or more per day will be entitled to a ½ hour paid lunch period. Food Service Employees regularly scheduled to work four (4) hours or more per day but less than six (6) hours or more per day will be entitled to a 15 minute duty free break.

Issue No. 3, Exhibit A, Compensation & Issue No. 4, Retroactivity.

The Association is requesting for 2013-2014 between \$.10/hour - \$.29/hour depending on the job and years of service. For 2014-2015, 2015-2016 & 2016-2017, a \$.40/hour across the board raise for each year.

The District is proposing for 2013-2014, between \$.11/hour - \$.29/hour for paraprofessional, secretaries and custodians depending on the job and years of service. No increase for food service employees and \$.01/hour wage increase for part-time custodians. For 2014-2015, \$.17/hour - \$.51/hour depending on the job and years of service. Wages for part-time custodians would be frozen for the remainder of the contract. For 2015-2016, \$.20/hour - \$.35/hour depending on job and years of service. For 2016-2017, \$.18/hour - \$.30/hour depending on the job and years of service.

After a thorough review of the District's financials, along with the external comparable factors, other tentatively agreed to wage items and other moneys attributed to this Report, this District, although fiscally responsible, still needs to control cost. They, however, are able to give modest increases to their support staff employees.

The recommendation that follows, for all employees, is designed to help the District maintain fiscal responsibility, taking account the Insurance proposal later in this Report, while still being as fair as possible to the needs of the support staff.

2013-2014	\$.30/hour across the board.
2014-2015	\$.30/hour across the board.
2015-2016	\$.30/hour across the board.
2016-2017	\$.30/hour across the board.

The 2013-2014 increase will be retroactive back to July 1, 2013, for all employees except food service employees whose retroactivity will date back to the date in March 2014, when the PLRB certified the food service employees as included in this bargaining unit

Issue No. 5, Exhibit B, Other Benefits

The Association is requesting to maintain current coverage and premium payments for full-time secretaries and custodians and to

extend coverage to full-time paraprofessionals and food service employees at the same premium contribution rate as currently covered employees for health insurance, dental and vision coverages.

The District is proposing that current full-time secretaries and custodians be provided the same medical, dental and vision insurance as that provided to teachers and require those employees to make the same premium contributions as teachers for 2013-2014, 2014-2015; contributions after that are not yet quantifiable as the teachers contract expires.

For full-time secretaries and custodians hired after the execution of the CBA, provide only the lowest standard individual medical, dental and vision coverage and require those employees to make the same premium contribution as teachers.

For paraprofessionals, provide only the lowest standard individual medical, dental and vision coverage and require those employees to pay 50% of the premium costs during the 2013-2014 school year; 45% of the premium costs during the 2014-2015 school year; 40% of the premium costs during the 2015-2016 school year and 35% of the premium costs using the 2016-2017 school year.

Food service employees, no health insurance coverage.

Taking into consideration the comments above, the wage recommendation and all other money items attributed to this Report, this Fact-Finder's recommendation is as follows;

For 2013-2014, status quo. For the remainder of this Agreement, effective 2014-2015, all full-time employees, (secretaries, custodial, paraprofessionals/aides and food service employees), shall be provided the same medical, dental and vision insurance coverages as provided to the teachers. The premium contribution, effective 2014-2015, and for the remainder of this Agreement will be \$40/month for single and \$85/month for family.

Issue No. 6, Exhibit C, Leaves of Absence.  
Paid Time Off (PTO) Leave for Food Service Employees.

The Association is requesting to increase the number of PTO days for food service employees from the current seven (7) days per year to ten (10) days per year. Additionally, the Association is requesting to permit food service employees to carry over unused PTO days to the next year.

The District is requesting to maintain the current number of PTO days at seven (7) per year and to permit unused PTO days to accumulate in the employees sick leave account which can only be utilized for illness and disability.

A review of the internal and external comparables suggest that the food service employees are substandard when it comes to sick and personal days in their PTO system.

Fact-Finder's Recommendation is as follows:

New Section 9, Paid Time Off (PTO) Leave for Food Service Employees will read as follows:

Food Service Employees who are scheduled to work 3.5 hours or more per day and five (5) days per week shall be entitled to nine (9) days of PTO leave per year without the necessity of specifying the reason for the leave. It is understood that the definition of a day is the amount of time said employee is regularly scheduled to work. Unused PTO days at the end of each school year may accumulate in the employees sick leave account and only utilized for illness or disability. PTO is defined as sick leave and personal leave combined.

Dated: July 28, 2014

Fact-Finder



Marc A. Winters