

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding Between	:	
	:	Case No.
CRESTWOOD SCHOOL DISTRICT	:	ACT 88-14-25-E
- and -	:	
	:	
CRESTWOOD EDUCATION SUPPORT	:	
PERSONNEL ASSOCIATION PSEA/NEA	:	

REPORT AND RECOMMENDATIONS

FACT FINDER: MICHAEL W. KRCHNAR, JR.

Appearances:

FOR THE EMPLOYER

John G. Dean, Esquire
Elliot Greenleaf & Dean

Dr. Donald E. Boyer, RASBA
Superintendent, Montour School District

FOR THE ASSOCIATION

Daniel W. Doughton
Uni Serv Representative, PSEA

Christine A. Rupnow
Assistant Director of Research, PSEA

BACKGROUND

Pursuant to Act 88 of 1992 and the Public Employee Relations Act (Act 195) the undersigned was appointed by the Pennsylvania Labor Relations Board (PLRB) on September 16, 2014, as Fact Finder in the impasse between the Crestwood School District (Employer or District) and the Crestwood Educational Support Personnel Association (Association), PSEA/NEA.

In accordance with the PLRB's Order of September 16, 2014, the Parties filed with the Fact Finder written statements of the issues in dispute. An informal conference was held on September 29, 2014, at which time thirteen (13) issues were identified as in dispute. On October 13, 2014, a formal hearing was held at the Crestwood School District in Luzerne County. At this hearing both Parties were afforded a full opportunity to present testimony, examine and cross-examine that testimony, introduce documentary evidence, and argue orally in support of their respective positions.

The Fact Finder commends both Parties for their professional and courteous presentations in a difficult situation. The positions of the Parties were clearly articulated and the documentation presented was informative.

The recommendations that follow constitute the settlement proposal upon which the Parties are now required to act, as directed by statute and PLRB regulations. Pursuant to statutory authority, the 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. The Parties are directed to review the report, and within ten (10) days of its issuance, notify the PLRB of their decision to accept or reject the recommendations.

ISSUES

The District and Association have identified the following issues as remaining in dispute between the Parties at the time of fact-finding.

1. Wages and Retroactivity
2. Employee Benefits
3. Summer Hours
4. Zipper Clause
5. Vacancies and Transfers

6. Late Start and Early Dismissals
7. Definitions
8. Personal Days
9. Paid Holidays
10. Secretary Stipend
11. Unpaid Leave

These issues will be discussed in detail in the following section. Similar issues may be discussed together where appropriate.

Two factors must be noted at the outset. First and most importantly, the specific recommendations made in the report, although discussed separately, were made only after consideration of all the issues present at fact-finding and their total, combined impact upon both Parties.

Second, in some instance when a Party has proposed adding a new provision to or deleting a provision from the status quo, recommendations have been made with little or no discussion. This is expressly intended to indicate only that the proposals being addressed are not being recommended at this time as part of the overall agreement and not to negate the rationales or concerns expressed by the Party offering them. Some of these issues might very well be appropriate for informal discussions between the Parties and/or bargaining for future agreements.

DISCUSSION AND RECOMMENDATIONS

Issue No. 1: Wages and Retroactivity

The District is proposing a restructure of the current salary schedule by consolidating three steps into one for each of the job classifications. Each employee would be moved to step 3 of the respective pay schedule after the signing of a new agreement. Once all employees are placed at step 3, they then will receive an annual increase of the state index or 2.5%, whichever is higher, for the 2014-2015 through the 2017-2018 academic years. This proposal is for both full and part-time employees using step 3 of the current agreement's salary schedule as the base rate. The District proposes that their wage offer be effective with the signing of a new collective bargaining agreement and no salary will be retroactive.

The Association is proposing to maintain the current salary schedule structure of three steps. they also want to bring the Secretaries and Aides wage rate up to the County average by adding \$1.27 to their base rate before any general pay increases are administered. In addition, the Association is proposing a \$.50 increase in each year of the new contract with full retroactivity back to the 2013-2014 academic year. The \$.50 increase would apply to all employees across the board.

Discussion and Recommendation

The District contends that one rate schedule will assist them in their recruitment effort and save the District money in administrative costs. The Association argues that the Secretary and Aide wage rates are too low and need immediate adjustment. In reviewing the data submitted at Fact-Finding there are several financial issues that stand out. Unlike in years past, there is a real probability that pension contributions will increase during the life of the next contract. This will include part-time employees who qualify under PSERS. In addition, health care costs are again rising to higher levels. Federal and State funding for school districts have been reduced over the years and the revenue to run the District is derived mainly from local taxation, which it appears, that trend will continue. It is also noted that this is a small bargaining unit with many part-time employees. On average their compensation does not exceed others in the surrounding Districts who perform the same work. It is understood that the Board has to make difficult decisions as where to spend their tax dollars however, these employees do provide a vital service to the District, the students, and the public.

Based on a review of the data and in consideration of the financial situation of the District, the following compensation package is recommended:

Maintain the current three step salary structure for a term of five years July 1, 2013 to June 30, 2018. Provide a cash payment of \$500 to those full-time employees and \$250 to those part-time employees who were employed during July 1, 2013 to June 30, 2014 and are still employed at the time of the signing of a new Agreement. Schedule adjustments are as follows:

- July 1, 2013 – no adjustment
- July 1, 2014 - \$.40/hr. (effective when new Agreement is signed)
- July 1, 2015 - \$.35/hr.

July 1, 2016 - \$.35/hr.

July 1, 2017 - \$.35/hr.

July 1, 2018 - \$.35/hr.

(Salary schedules are contained in Appendix A)

Issue No. 2: Employee Benefits

The District wants the flexibility to explore other healthcare plans and make changes if it makes good financial sense to do so. The Association's concern is maintaining, as close as possible, the current benefits and providers. Also, the District is proposing to change the premium cost share from using a percentage of the employee's salary to a percentage of the cost of the premium.

Discussion and Recommendation

Data submitted at Fact-Finding shows that using an employees' wages or using the premium cost to determine how much will be paid in premium cost sharing is not that far apart. The real issue is how comparable are the plans and network of providers. After some consideration it is recommended that the District's language be adopted with a modification. Where the word "comparable" is used in reference to the plan, it should also include network provider. Therefore the plan and network providers should be comparable. With this addition, it is recommended the District's proposal be adopted.

Issue No. 3: Summer Hours

The District is seeking to modify the summer hours of work for secretaries. They propose scheduling, with breaks and lunch, similar to that of the custodians. The District claims that the current practice provides pay for hours not actually worked. The Association wants to maintain the current practice and let each secretary decide if they wish to switch to the new hours of work or stay on their current schedule.

Discussion and Recommendation

There is a standing practice of secretaries having a modified schedule in the summer. The District is trying to bargain that practice away and get all bargaining unit employees on a similar summer schedule. They claim they cannot justify paying employees for hours that are not worked. In an effort to try and maintain some consistency in scheduling it is recommended that the District's "summer hours" proposal be adopted and included in the new Agreement.

Issue No. 4: Zipper Clause

The District is trying to eliminate all past practices that were not bargained and part of the new contract. The Association is maintaining status quo.

Discussion and Recommendation

It is recommended that the District's proposal be rejected and the status quo be maintained.

Issue No. 5: Vacancies/Transfers

The District seeks to amend the current language by increasing time periods and modifying preferred rights that currently exist. The Association wants to maintain the status quo.

Discussion and Recommendation

There is no compelling rationale provided for such a change. Therefore, it is recommended to maintain the status quo.

Issue No. 6: Late Start/Early Dismissal

District seeks to change the practice of paying employees for a full shift when the work day is shortened due to inclement weather. The Association is opposed to any changes.

Discussion and Recommendation

It was found that this only affects one employee and no compelling rationale was offered for a change. It is therefore recommended that the status quo be maintained.

Issue No. 7: Definitions

The District is proposing language that would define a part-time employee as one who regularly works less than twenty-eight hours per week in addition to their fifteen minute paid break. The Association wants to maintain status quo.

Discussion and Recommendation

The reason given for the change was because of the Affordable Care Act. I fail to see how this proposal can impact on the Affordable Care Act however, the reverse can occur. As the Parties know, any provision of a collective bargaining agreement that is contrary to law that provision shall be invalid and considered unenforceable. As such, this change is not needed and the status quo should continue.

Issue No. 8: Personal Leave

The Association is requesting one additional Personal Leave day for both full and part-time employees. The District wants to maintain the current number of Personal Leave days.

Discussion and Recommendation

At the present time it is recommended that the status quo be maintained.

Issue No. 9: Paid Holidays

The Association wants three more Paid Holidays for all part-time employees. The District proposes the status quo.

Discussion and Recommendation

It is recommended that the status quo be maintained.

Issue No. 10: Secretary Stipend

The Association is requesting that the annual stipend for a principal's secretary for calling in substitute teachers be increased to \$1,475.

Discussion and Recommendation

The current stipend is \$1,025 annually. It is recommended that the stipend be increased to \$1,150.

Issue No. 11: Unpaid Leave

The Association wants an unpaid leave of up to one year for educational purposes with no loss of seniority and return rights to their position. The District is opposed to granting such a leave.

Discussion and Recommendation

At the present time, it is recommended that the status quo be maintained.

ALL OTHER MATTERS

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

SUMMARY

I believe the recommendations contained herein represent a reasonable, acceptable compromise to the outstanding issues, and I urge the Parties to take serious, thoughtful consideration to any recommendations as a whole and not focus on one issue but rather evaluate the total report. I direct the Parties' attention to my cover letter, which outlines their responsibilities to notify the Pennsylvania Labor Relations Board of their acceptance or rejection of the Report.

Dated: October 27, 2014_

Harrisburg, Pennsylvania

Michael W. Krchnar, Jr.
Fact Finder

APPENDIX A

SALARY MATRIX

Full-Time Aides

	Step 1	Step 2	Step 3
2012-2013	11.75	12.00	12.24
1-Jul-14	12.15	12.40	12.64
1-Jul-15	12.50	12.75	12.99
1-Jul-16	12.85	13.10	13.34
1-Jul-17	13.20	13.45	13.69

Part-Time Aides

	Step 1	Step 2	Step 3
2012-2013	11.75	12.01	12.41
1-Jul-14	12.15	12.41	12.81
1-Jul-15	12.50	12.76	13.16
1-Jul-16	12.85	13.11	13.51
1-Jul-17	13.20	13.46	13.86

Full-Time Monitors

	Step 1	Step 2	Step 3
2012-2013	11.75	12.00	12.24
1-Jul-14	12.15	12.40	12.64
1-Jul-15	12.50	12.75	12.99
1-Jul-16	12.85	13.10	13.34
1-Jul-17	13.20	13.45	13.69

Part-Time Monitors

	Step 1	Step 2	Step 3
2012-2013	10.87	11.20	11.53
1-Jul-14	11.27	11.60	11.93
1-Jul-15	11.62	11.95	12.28
1-Jul-16	11.97	12.30	12.63
1-Jul-17	12.32	12.65	12.98

Full-Time Custodians

	Step 1	Step 2	Step 3
2012-2013	14.49	14.90	15.32
1-Jul-14	14.89	15.30	15.72
1-Jul-15	15.24	15.65	16.07
1-Jul-16	15.59	16.00	16.42
1-Jul-17	15.94	16.35	16.77

Part-Time Custodians

	Step 1	Step 2	Step 3
2012-2013	12.32	12.74	13.14
1-Jul-14	12.72	13.14	13.54
1-Jul-15	13.07	13.49	13.89
1-Jul-16	13.42	13.84	14.24
1-Jul-17	13.77	14.19	14.59

APPENDIX A

SALARY MATRIX

Full-Time Secretaries

	Step 1	Step 2	Step 3
2012-2013	11.90	12.31	12.73
1-Jul-14	12.30	12.71	13.13
1-Jul-15	12.65	13.06	13.48
1-Jul-16	13.00	13.41	13.83
1-Jul-17	13.35	13.76	14.18

Part-Time Secretaries

	Step 1	Step 2	Step 3
2012-2013	9.60	10.01	10.42
1-Jul-14	10.00	10.41	10.82
1-Jul-15	10.35	10.76	11.17
1-Jul-16	10.70	11.11	11.52
1-Jul-17	11.05	11.46	11.87

Full-Time Cafeteria

	Step 1	Step 2	Step 3
2012-2013	13.45	13.87	14.28
1-Jul-14	13.85	14.27	14.68
1-Jul-15	14.20	14.62	15.03
1-Jul-16	14.55	14.97	15.38
1-Jul-17	14.90	15.32	15.73

Part-Time Cafeteria

	Step 1	Step 2	Step 3
2012-2013	12.53	12.95	13.36
1-Jul-14	12.93	13.35	13.76
1-Jul-15	13.28	13.70	14.11
1-Jul-16	13.63	14.05	14.46
1-Jul-17	13.98	14.40	14.81

Full-Time Maintenance

	Step 1	Step 2	Step 3
2012-2013	16.78	17.20	17.60
1-Jul-14	17.18	17.60	18.00
1-Jul-15	17.53	17.95	18.35
1-Jul-16	17.88	18.30	18.70
1-Jul-17	18.23	18.65	19.05

Note: "All pay adjustments will be made the first pay period, or as soon as possible, after the new collective bargaining agreement is signed."