

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF THE FACT FINDING BETWEEN

Plum Borough School District :
and : CASE # ACT 88-14-17-W
Plum Borough School District :
Educational Administrative Assistants ESP/PSEA/NEA :

FACT FINDING REPORT AND RECOMMENDATION

FACT FINDER: Thomas L. Hewitt

MEDIATOR: Eric Sanoba

FILED: May 12, 2014

APPOINTMENT: May 20, 2014

HEARING: June 17, 2014

REPORT ISSUED: June 30, 2014

REPORTING DATE: July 10, 2014

For the District: Lee V. Price, Esquire
Anthony & Price, LLC

Dr. Timothy Glasspool, Superintendent
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Background

Located in Allegheny County, Pennsylvania, Plum Borough School District is comprised of twenty-eight miles of farmland and individual housing, with little economic input from business and industry. The nineteen (19) Support Educational Administrative Assistants are represented for collective bargaining purposes by the Plum Borough School District Educational Administrative Assistants, ESP/PSEA/NEA. The Collective Bargaining Agreement between the parties expires on July 1, 2014. The parties participated in early-bird negotiations, which proved unsuccessful; they again began bargaining in January and were later assisted by State Mediator Eric Sanoba, under whose guidance several disputed issues were signed as Tentative Agreements. The parties were unable to negotiate a new Collective Bargaining Agreement and an impasse was reached. The Union requested Fact-Finding under ACT 88 and the parties timely submitted their positions on the disputed issues to the Fact-Finder, Thomas L. Hewitt, who was appointed on May 20, 2014. A full, fair and complete Fact-Finding hearing was held on June 17, 2014, at the District's Administrative Office at 900 Elicker Road in Plum, Pennsylvania. The parties were afforded the opportunity to present evidence, exhibits, testimony and arguments and were provided the right to examine and cross-examine witnesses and present closing presentations. The PSEA provided an expert on school district finances from Harrisburg, Pennsylvania, whose presentation covered comparisons with other districts, as well as other pertinent data required by ACT 88, for consideration by the Fact-Finder; the District countered with comparable facts. It is noted that economics were not a prime issue in this case, as the wage issue was already very close to resolution by the parties. It is also noted that both parties were very professional and assisted the Fact-Finder in an effort to reach an amicable solution to the problems at hand.

The District's student aide ratio resulted in the state subsidizing almost two-thirds of the District's educational costs. For the past five years, the District's expenditures have mirrored its anticipated budget; based upon experience with other districts, this is difficult to achieve. During that five-year period, the District has utilized nearly \$5 Million of its General Fund Balance to satisfy expenditures,

putting the Fund Balance lower than normal compared to other districts. Even with the increases recommended and the concessions in this report, it appears that a tax increase may be in the making due to the Allegheny Tax Revenue Department's reassessment to the District.

Based upon all the facts to be considered, the provisions of ACT 88, the presentations of the parties and the welfare of the District and the Taxpayer, the following are the findings:

APPENDIX A

ISSUE: SHELVING OF BOOKS

FINDING:

Shelving of books is not exclusive bargaining unit work and may be performed as assigned by the District:
(Unfair Labor Practice PERA-C-13-347-W is to be withdrawn by the Union)

RATIONALE: *This has been a mixed practice in some of the schools and it is only practical as a money savings to permit students, parents and others to perform this menial task. There is no reduction of forces within the bargaining unit as a result.*

APPENDIX B OTHER EMPLOYEE BENEFITS

ISSUE: PREMIUM SHARE FOR INSURANCE

FINDING:

Each administrative assistant provided health care shall pay the following percent of their regular wage toward health care as a premium share. Such insurance will include Hospitalization and Surgical Benefits, and Dental Care Insurance.

CONTRACT YEAR	AMOUNT OF PREMIUM SHARE	CAP SINGLE	CAP OTHER
2014-2015	7% of premium	\$150	\$200
2015-2016	8% of premium	\$150	\$200
2016-2017	9% of premium	\$150	\$200

NEW EMPLOYEES

New employees will receive individual coverage in the Hospitalization, Dental and Vision programs for the first year of employment, but they will be permitted to participate in the family or spousal plan through a payroll deduction at the employee's expense for the difference between the employer's cost for the selected plan and the individual coverage rate.

RATIONALE: *An effort to share the ever-increasing cost of health insurance. The cap provision is to protect the employee from any catastrophic premium increase. Current projections are an increase of five (5%) percent per year. Cost-sharing is prevalent in school districts.*

ISSUE: HEALTH CARE BUYOUT OPTIONS

FINDING:

If an employee voluntarily elects to accept coverage provided in paragraph A of this Article from sources outside of the district (e.g., through a spouse's employment or former employee), then the employer will pay the employee \$200 per month for each month the employee is covered outside the plan. The coverage from the outside sources does not include any coverage offered by the Plum Borough School District. Should the employee lose access to the outside source of coverage the employee will be immediately eligible for full coverage under this Article. Verification of other coverage is required. If an employee elects this health care buyout, dental and vision coverage will not be provided unless the employee pays the full cost of the premium for dental and vision coverage.

RATIONALE: *Cost reduction due to increasing insurance costs. Dental and vision coverages are additions to the medical coverage reimbursement.*

ISSUE: HOLIDAYS**FINDING:**

As part of their contractual work year, twelve-month employees shall not work on the following recognized holidays:

Independence Day	Day after Christmas
Labor Day	Day before New Year's
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	School Picnic Day
Birthday	

If any of the Christmas holidays fall on a Saturday or Sunday, then the five (5) holidays (day before Christmas, Christmas Day, day after Christmas, day before New Year's, New Year's Day) shall be observed as published in the twelve-month employee work schedule. However, in no event shall the employee receive less than five (5) workdays off between the last student day and the first day of school after New Year's.

If a twelve-month employee is required to work on one of the above-recognized holidays, they shall be paid holiday pay plus time and one-half the normal hourly rate for each hour worked.

The Birthday holiday also applies to ten-month employees. Should the ten-month employee's birthday fall outside of the work year, the employee may take a day off as approved by the supervisors.

RATIONALE: *Deletion of the Easter Holiday as a cost savings to the District, based upon its economic condition. The District has been depleting its budgeted reserves of nearly \$9 Million in the past five (5) years. The monies were utilized to meet operating expenses, building construction and other ever-increasing costs and expenses of operation. The Reserve Fund balance is currently lower than recommended.*

ISSUE: VACATIONS**FINDING:**

The Employer grants the following vacation schedule based upon years of service in the Plum Borough School District:

Less than one year	One day for each 3 months worked
One year	One week
Two years	Two weeks
Five years	Three weeks
Ten years +	Four weeks

Employees may schedule their vacation any time within a period commencing two (2) weeks after the close of the student school term and ending two weeks before the reopening of the student school term in the fall. An employee with more than two weeks of vacation may take up to one consecutive week during the student school term and/or one additional week may be taken on a non-consecutive basis (day-by-day) with administrative approval. Other scheduling can be mutually arranged between the employee and Superintendent or his designee. July 1 shall be considered the anniversary date for determining the length of vacations.

RATIONALE: *Only change is modification of vacation selection period from one (1) to two (2) weeks both before and after school year. Operational change.*

ISSUE: TRANSFER**FINDING:**

An employee transferring from a ten-month to a twelve-month position shall receive full credit for years of service for placement on the salary schedule; however, for the purpose of determining the length of service for vacation purposes the total number of months of service shall be divided by twelve (12) in order to set the length of vacation. If transfer occurs during a work year, vacation entitlement shall be prorated based upon number of days worked in the 260-day work year.

RATIONALE: *Clarification of language to comply with practice.*

APPENDIX C
HOURS OF WORK and
OTHER CONDITIONS OF EMPLOYMENT

ISSUE: **WAGES**

FINDING:

Level 1: **12-month Print Shop Operator**
12 month Print Shop Operator

Level 2: **10-month Educational Administrative Assistants**
Food Service Director
High School Attendance/Athletic Director
High School Assistant Principal

Level 3: **12-month Building Level Educational Administrative Assistants**
Elementary Principal
O Block Principal
High School Principal
High School Guidance Office

Level 4: **12-month Central Office Educational Administrative Assistants**
Business/Transportation/Facilities Departments
Educational Services

WAGE SCHEDULE

Salary Schedule: **Employees hired before July 1, 2013**

LEVEL	2014-15	2015-16	2016-17
1	\$32,784	\$33,908	\$35,052
2	\$35,737	\$36,623	\$37,525
3	\$45,323	\$46,447	\$47,591
4	\$46,541	\$47,665	\$48,809

Salary Schedule: **Employees hired on or after July 1, 2013 (“New Hires”)**

LEVEL	2014-15	2015-16	2016-17
1	\$26,194	\$26,849	\$27,520
2	\$28,800	\$29,520	\$30,258
3	\$36,600	\$37,515	\$38,453
4	\$37,568	\$38,507	\$39,470

Employees who are transferred, reassigned or bid into a new Classification Level will receive the salary established for that new Classification Level.

RATIONALE: *Based upon the aide ratio, the District is one of the poorest, as it is a bedroom and farm community with very little tax base contribution from business and industry. The conditions considered above are the basis for this Finding. The recognition of this economic condition by the bargaining unit and their reasonable approach to bargaining contributed to the Fact-Finder’s resolution.*

ISSUE: **LAYOFF AND BUMPING**

FINDING:

The Employer reserves the right to eliminate positions as deemed necessary.

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the reverse order of their seniority.

No new employees shall be hired until all employees on layoff status desiring to return to work and qualified to perform said work have been recalled.

Employees who are laid off shall be recalled in the order of their seniority to the Employer.

RATIONALE: *Clarification of language regarding the District's rights to determine the work force.*

RESOLUTION OF ISSUES

With the incorporation of the additions, deletions or other changes addressed in this Fact-Finding report and the Tentative Agreements into the July 1, 2011 through June 30, 2014 Collective Bargaining Agreement, that document becomes the total and complete Collective Bargaining Agreement between the parties for the period of July 1, 2014 through June 30, 2017. There are no other changes or modifications

to the language contained in the previous Agreement. Proposals written or verbal not addressed are moot. The five (5) Tentative Agreements attached hereto are hereby incorporated into the revised new Collective Bargaining Agreement.

Issued at Latrobe, Pennsylvania the 30th day of June, in the year of our Lord Two Thousand Fourteen.

Thomas L. Hewitt, Fact-Finder

TENTATIVE AGREEMENTS:

Overtime

All overtime must be pre-approved. Employees working more than forty (40) hours in one week shall be entitled to overtime at the rate of one and one-half (1-1/2) times their regular hourly rate. Hourly rate is determined by dividing the employee's stated annual salary, at the time of the overtime, in Appendix A by 2,080 hours for twelve (12) month employees and 1,640 hours for ten (10) month employees.

Service Charge for Lost Checks

Per the parties, **deleted from contract**.

new language: All secretarial employees of the Employer shall be paid their yearly salaries in twenty-four (24) installments (twice a month). All employees must enroll in electronic deposit within thirty (30) days of hire.

Hospitalization and Surgical Benefits

The Employer shall provide managed health care hospitalization and surgical benefits for all secretarial employees and their dependents according to the various plans available. Employees will be offered the choice between the PPO and the HMO, but if the employee chooses the PPO, the employee will be responsible for the difference in premium cost between the HMO and the PPO. The effective opening date for this program is July 1. Changes in types of coverage may be made at any time as may transfers between different groups of the same representative company, however, employees not covered by the representative company may only join at the open enrollment period. Notice to this effect must be given to the Business Office. If the prevailing plan providing hospitalization and surgical benefits is changed, then the benefits of the substitute plan shall be equal to or better than the one now prevailing.

Notification of Job Vacancies

When a bargaining unit vacancy exists or occurs or any new job is created in the Bargaining Unit, bargaining unit members shall be notified of the opening and be permitted, within ten (10) workdays, to apply for the position. The position shall be awarded on the basis of seniority, provided the applicant meets the qualifications and requirements for the position. Such positions shall be filled on a permanent basis within thirty (30) calendar days of the initial date of notification. Job descriptions shall be attached to all job postings or made available upon request.

Grievance Procedure

Level Four – Arbitration:

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, then within five (5) days after receipt of the written decision by the Board of School Directors, the Association may request in writing binding arbitration as provided in Article IX, Section 903 of Act 195. The Association shall have ten (10) days in which to notify the Board whether it is willing to proceed to arbitration on behalf of the employee.
