

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF THE FACT FINDING BETWEEN

Burrell School District :
And : Case No. ACT 88-16-13-W
Burrell Educational Support Personnel Association, PSEA/NEA :

FACT FINDER: Thomas L. Hewitt
MEDIATOR: Melanie Archangelo

FILED: April 5, 2016
APPOINTMENT: April 8, 2016
HEARING: May 9, 2016
REPORT ISSUED: May 18, 2016
REPORTING DATE: May 28, 2016

FOR THE DISTRICT: Lee V. Price, Esquire (Solicitor)
Shannon L. Wagner, Superintendent
Matthew R. Conner, Asst. Superintendent
Jennifer S. Callahan, Bus. Administrator/Board Secretary

FOR THE ASSOCIATION: Kathy Bell, PSEA UNISERV
Chris Rupnow, PSEA Asst. Director-Research
Kathie Spahr, PSEA Burrell ESP
Merry Koscianski, PSEA Burrell ESP

BACKGROUND

A Collective Bargaining Agreement (“CBA”) between Burrell Educational Support Professionals, PSEA/NEA and Burrell School District is to expire on June 30, 2016 and the parties timely commenced negotiations for a successor CBA on January 5, 2016. The parties were unable to come to agreement on the terms for a new contract and reached an impasse. The Association requested Fact-Finding pursuant to Act 88 of 1992 and the Public Employee Relations Act (PERA) and the District agreed with this request. In accordance with Act 88, the Board appointed Thomas L. Hewitt as Fact-Finder and vested him with the authority to proceed as set forth in Act 88 and PERA, as supplemented by 34 Pa. Code § 95.61, et seq. In accordance with the terms of the Act, both parties presented a list of the issues in dispute and their respective positions on each prior to the hearing. A fair and full fact-finding hearing was held at the Bon Air School at 3260 Leechburg Rd, Lower Burrell, Pennsylvania, 15068 at 10:00 a.m. on May 9, 2016. All parties were afforded the opportunity to present evidence, testimony and exhibits and make arguments on the issues in dispute. At the conclusion of the hearing, both parties were satisfied they had an adequate opportunity to present their case.

Burrell School District is located in Westmoreland County and is contiguous with Highlands, New Kensington-Arnold, Plum Borough, Franklin Regional and Kiski Area School District; contract comparisons with these districts and other districts in Westmoreland County, as well as in-house comparisons, were presented by the parties.

Based on agreed-upon data, the District is in a good financial position and is prudently and efficiently managed. Their operating position, fund level balance and reserves are of a sound financial basis. The District should be commended on their balanced budget and control of expenditures. This Fact-Finding is not about the ability to pay, however, but rather is about changes in work assignments and the jurisdiction of work between work units of the District.

The Support Unit is presently comprised of four (4) employees, one of whom will retire on June 30, 2016 and will not be replaced. At one time there were twenty-one (21) members in this bargaining unit, however, technological advances and workplace efficiencies have reduced the unit to its present number. The District maintains that even the soon to be three employees are not needed. The District also employs a non-union secretarial unit of sixteen (16) that has a contract with a job rate of \$21.72 per hour, as opposed to the job rate of \$23.26 per hour of this clerical unit. The fringe benefits for these two units are also different. There is contractual language in Article VI of the present contract which states, “All positions within this bargaining unit can only be eliminated by attrition.” The District has a policy that when there is an opening in the non-union secretarial unit, employees in this clerical unit may bid on such vacancies and several clerical employees have taken advantage of this opportunity.

Both parties agreed with the Fact-Finder that this is an unusual situation. The District has proposed that in exchange for concessions that would put the employees in this unit more in line with the wages of clerical positions in other school districts in Westmoreland County, they would guarantee

employment for the remaining three (3) employees. The District maintains that the elimination of these remaining positions will not result in outsourcing and that technology and current District employees can absorb the work if necessary. The District is willing to preserve employment for the three (3) remaining bargaining unit personnel but at a reduced hourly wage and benefit level not to exceed Eighty-Five Thousand (\$85,000) Dollars. This \$85,000 limitation includes wages, fringes, health insurance, PESERS, FICA, workers compensation, unemployment compensation and any other employer payroll withholding obligations. Further, the District offered four (4) options of varying wage and benefit reduction options.

In the first negotiation meeting on January 5, 2016, the Union made six (6) proposals, which were later expanded through counter-proposals. The six (6) proposals are as follows:

**ARTICLE VI
HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT
ASSOCIATION PROPOSAL**

All positions will work one-hundred seventy-nine (179) days during the school year plus two (2) days immediately prior to the start of the school year and one (1) day immediately following the school year.

Association Position:

For years this clerical unit has been scheduled to work two (2) days immediately prior to the start of the school year and one (1) day immediately following the school year. In addition, some employees have been required to work one (1) week or more during the summer to prepare for the next school year.

District Position:

The current contract has been in effect for years and there is no need to change it. The District is attempting to decrease the number of hours worked by this unit.

Fact-Finder's Rationale:

In prior years, the scheduling of these extra days has been at the discretion of the District and with the present facts, this is not the time to make this contract modification.

FINDING:

No change.

**ARTICLE VII
LEAVES OF ABSENCE**

ASSOCIATION PROPOSAL

D. PERSONAL DAYS

At the completion of ten (10) years of service with the District, one (1) additional personal day shall be added to the current two (2) personal days.

Association Position:

Nine (9) and ten (10) month employees do not get vacation days and this provides them with a cushion should they need it.

District Position:

Eliminate personal days or acceptable if included in \$85,000 proposed package limitation.

Fact-Finder's Rationale:

The status quo appears the better choice in the current situation.

FINDING:

No change.

ASSOCIATION PROPOSAL

Increase the accumulation of personal days from five (5) to eight (8).

Association Position:

Ten (10) month employees do not qualify for vacation and an increase in accumulation provides them with days available for life situations. Whether days are used in one year or the next does not cost the District more.

District Position:

Eliminate personal days or acceptable if included in \$85,000 proposed package limitation.

Fact-Finder's Rationale:

If there is a wage increase the cost does increase. This proposal is in line with the secretarial unit.

FINDING:

No change.

ASSOCIATION PROPOSAL

E. SICK LEAVE

Increase sick days from nine (9) to ten (10).

Association Position:

Nearly every district in the comparison has ten (10) sick days. The secretarial unit has ten (10) sick days

District Position:

Acceptable if included in \$85,000 proposed package limitation.

Fact-Finder's Rationale:

The secretarial unit works more days per year.

FINDING:

No change.

**ARTICLE IX
FRINGE BENEFITS**

ASSOCIATION PROPOSAL

Increase sick days from nine (9) to ten (10).

Association Position:

This is the fewest number of days in the ten (10) surrounding school districts and less than the secretarial unit. No other full-time group in our local comparison of school districts has as few as ours.

District Position:

Acceptable if included in \$85,000 proposed package limitation.

Fact-Finder's Rationale:

This comparison is with employees who work the full year and nine (9) days is reasonable.

FINDING:

No change.

ASSOCIATION PROPOSAL

G. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT OR DEATH

Increase payment for unused sick days from \$15.00 to \$17.50.

Association Position:

This is the lowest payment for sick days in the other district comparisons. The secretarial unit was given \$27.50 and their hourly rate is less than ours. We work seven and one half (7-1/2) hours per day compared to their seven (7) hour day. Seven (7) other local school districts offer \$30.00 or more per day. This amount has not increased in thirty (30) years

District Position:

Our proposal does not include an increase in the purchase of unused sick days unless it is in the \$85,000 we have budgeted.

Fact-Finder's Rationale:

This increase still maintains the unit with the lowest payment in district comparisons. If the District eliminates this unit, the employees should be entitled to parity.

FINDING:

Payment for unused sick days shall be increased from \$15.00 to \$17.50.

ASSOCIATION PROPOSAL

Increase maximum amount for payment of sick days from \$2,600.00 to \$3,062.00, for the maximum of 175 days.

Association Position:

Many districts have unlimited number of days. Ours has one of the fewest number of days.

District Position:

Acceptable if included in \$85,000 proposed package limitation.

Fact-Finder's Rationale:

If we increase the amount per day, the dollar maximum will reflect this increase.

FINDING:

The maximum dollars shall reflect the increase in rate (from \$15.00 to \$17.50).

ASSOCIATION PROPOSAL

H. LONGEVITY STIPEND

After completion of 15 years of service, add longevity stipend of \$600.00 each year.

After completion of 15 years of service, add longevity stipend of \$300 each year for employees consistently exceeding job requirements.

Association Position:

The secretarial unit has a longevity stipend of \$800 and a \$400 stipend for constantly exceeding job requirements; we are requesting less than they have been given for several years.

District Position:

Our proposal does not include a stipend unless it is in the \$85,000 we have budgeted.

Fact-Finder's Rationale:

At this time an increase in the cost of this unit is better reflected in Wages.

FINDING:

No change.

ASSOCIATION PROPOSAL

**ARTICLE VIII
COMPENSATION**

APPENDIX A

WAGES (for next five (5) years)

WAGE SCALE FOR NEW EMPLOYEES

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Step 1	\$19.17	\$19.74	\$20.34	\$20.95	\$21.57
Step 2	\$20.36	\$20.97	\$21.60	\$22.25	\$22.92
Step 3	\$21.56	\$22.20	\$22.87	\$23.56	\$24.26
Step 4	\$22.76	\$23.45	\$24.15	\$24.87	\$25.62
Step 5	\$23.96	\$24.68	\$25.42	\$26.18	\$26.96

Association Position:

All wages increase 3% per year from the 2015-2016 rates.

Employees in this unit are fully employed and with the loss of the fourth member they will be unable to absorb those duties. Currently, there are four buildings and with the loss of one member, there will not be clerical representation simultaneous in each building. As currently assigned, members are often required to perform work in two different buildings.

The present clerical employees currently are performing different duties than "clerical", such as performing some of the Librarian functions when the Librarian is teaching her computer class, as well as additional duties such as greeting visitors and answering the telephone in the front office when secretarial staff is otherwise involved.

Work performed by this clerical unit is less expensive than using the secretarial unit if one considers the true cost per hour, which includes fringe benefits and specifically the number of contractual days, the longevity stipend (\$800) and the stipend for consistently exceeding job requirements \$400.¹

The District is discriminating against this unit as it granted the Burrell Educational Secretaries Association (secretarial unit) a three (3%) percent wage increase in each year of the five (5) year Agreement and proposes to cut our employment package by at least forty (40%) percent. The proposal to eliminate our security protection of unit diminishment by attrition only is an effort to break the Union as is the much larger and more expensive benefits package provided to the non-bargaining secretarial unit

District Position:

The District's position has been that there is insufficient work of the nature previously performed by this unit to keep these employees busy full-time. Technological advances and improved workplace efficiencies have eliminated the need for clerical positions District-wide. Elimination of these three (3) positions does not involve outsourcing as current District employees can absorb the work if necessary.

The average secretarial rate is \$21.72 per hour, as opposed to the clerical rate of \$23.26 per hour, and therefore, the secretarial unit is more cost efficient.

The District is hampered from assigning different duties other than current duties and those related in nature to these employees as it creates a work jurisdiction problem.

In order to provide continued employment for these three (3) employees the District has offered them four (4) different employment options. Their current wage and health information is as follows:

Current Wages and Health:

- 7.5 hours per day for 188 paid days (includes 9 paid holidays).
- Rate of pay: \$23.26 per hour.
- Paid work hours per year: 1410
- Health insurance benefits: Medical PPO G; with dental vision and life.
- Premium Copay: Employee contribution of 10% of cost of coverage.

These three (3) employees may select any one of the following options:

District Option 1:

- 3 positions working 5 hours per day for 179 days
- Rate of pay: \$23.26 per hour
- Paid work hours per year: 895
- No paid holidays or other employment benefits
- No health benefits (health, medical, dental, vision, life)

Option 1 is based upon the employees maintaining their current \$23.26 per hour.

District Option 2:

- 3 positions working 6 hours per day for 179 days
- Rate of pay: \$18.00 per hour

¹ All of the employees in this Union group have consistently exceeded job requirements.

Paid work hours per year: 1,074
No paid holidays or other employment benefits
Health insurance benefits: Medical PPO G. This is the current health plan.

Premium Copay:

Individual Coverage – Employee contribution of 10% of cost of Individual Coverage.
Dependent Coverage – Employee contribution of 10% of cost of Individual Coverage PLUS cost difference between Individual Coverage and Dependent Coverage.
Dental/Vision/Life: Current plans as exist with no employee contribution.

Option 2 is based upon the average maximum hourly rate of \$18.01 for “less than 12 month secretaries” in Westmoreland County school districts.

District Option 3:

3 positions working 6 hours per day for 179 days
Rate of pay: \$15.00 per hour
Paid work hours per year: 1,074
No paid holidays or other employment benefits
Health insurance benefits: Medical PPO G. This is the current health plan.

Premium Copay:

Individual Coverage – Employee contribution of 10% of cost of Individual Coverage.
Dependent Coverage – Employee contribution of 10% of cost of Individual Coverage PLUS 50% of cost difference between Individual Coverage and Dependent Coverage.
Dental/Vision/Life: Current plans as exist with no employee contribution.

Option 3 is based upon the average minimum hourly rate of \$14.70 for “less than 12 month secretaries” in Westmoreland County school districts.

District Option 4:

An Option wherein the District’s employment costs for the entire bargaining unit will not exceed \$85,000. Employment costs are wages, fringes, health insurance, PSERS, FICA, workers compensation, unemployment compensation and any other employer payroll withholdings/obligations. For purposes of costing the Option, the Option is assuming three (3) bargaining unit positions. This could include different wages and health benefits for each employee.

The financial supporting data shows the current cost to be \$154,782. Option 1 cost is \$74,286; Option 2 cost is \$84,664; Option 3 cost is \$84,593; and Option 4 cost is not to exceed \$84,000 including wages, fringes, health insurance, PSERS, FICA, workers compensation, unemployment compensation and any other payroll withholdings/obligations.

Fact-Finders Rationale:

In order to address the dispute over the cost efficient use of the secretarial unit as opposed to the use of the clerical unit, the Fact-Finder prepared the following Wage & Benefit Summary as utilized by the United States Chamber of Commerce, for each unit:

**BURRELL EDUCATION SECRETARIES ASSOCIATION
WAGE AND BENEFIT SUMMARY
2015-2016**

Number of Employees (equivalent)	16
Average Hourly Rate	\$21.72
Average Hours Worked Per Day	7
Hours Worked Per Year	1,589
Average Salary	\$39,530
Paid Days Per Year	260
Paid Hours Per Year	1,820

Contractual Days:

Vacation Days	13
Holidays	21

Sick Days	10
Personal Days	2
Bereavement	0
Jury Duty	0
Total	46

	TOTAL DOLLARS	CENTS/ HOUR
Holidays (includes days paid @ Thanksgiving & Christmas (21 days)	\$3,192	\$2.01
Vacations (80 hours assumption average – probably more)	\$1,977	\$1.24
Sick Days (10) lowest buyout rate \$17.50 usage cost higher	\$175	\$0.11
Extended Illness (not available for secretaries)	\$0	\$0
Personal Days (3) –number of days used not available to determine actual cost	\$456	\$0.29
Bereavement (no actual costs available)	Considered same for comparison	
Hospitalization (dental and vision-actual cost not available)	Considered same for comparison	
Unemployment Compensation (cost not available)	Considered same for comparison	
FICA	Considered same for comparison	
Tuition Reimbursement (cost not available)	Considered same for comparison	
Life Insurance (estimate)	\$21	\$0.01
PSERS – 25.84%	Considered same for comparison	
Longevity Stipend (annually \$800)	\$800	\$.50
Exceeding Requirements Stipend (annually \$400)*	\$400	\$.25
Central Office Stipend	\$100	\$.06
Retirement Bonus	Considered same for comparison	
Coffee Break –N/A	\$0	\$0
COST OF FRINGE BENEFITS LISTED	\$4.47	

*All of the employees in this Union group have consistently exceeded job requirements.

BURRELL EDUCATIONAL SUPPORT PROFESSIONALS, PSEA/NEA
WAGE AND BENEFIT SUMMARY
2015-2016

Number of Employees (equivalent)	3
Average Hourly Rate	\$23.26
Average Hours Worked Per Day	7-1/2
Hours Worked Per Year	1,260
Average Salary	\$31,227
Paid Days Per Year	179 (183 actual for years)
Paid Hours Per Year	1,410

Contractual Days:

Vacation Days	0
Holidays	9
Sick Days	9
Personal Days	2
Total	20

	TOTAL DOLLARS	CENTS/ HOUR
Holidays (includes 9 paid days)	\$1,570	\$1.11
Vacations –N/A	\$0	\$0
Sick Days (9) lowest buyout rate \$17.50 usage cost higher	\$158	\$0.11
Extended Illness (estimated)	\$150	\$0.12

Personal Days (2) –number of days used not available to determine actual cost	\$349	\$0.26
Bereavement (no actual costs available)	Considered same for comparison	
Hospitalization (dental and vision)	Considered same for comparison	
Unemployment Compensation (cost not available)	Considered same for comparison	
FICA	Considered same for comparison	
Tuition Reimbursement (cost no available)	Considered same for comparison	
Life Insurance (estimate)	\$21	\$0.01
PSERS – 25.84%	Considered same for comparison	
Longevity Stipend – N/A	\$0	\$0
Exceeding Requirements –N/A	\$0	\$0
Central Office Stipend – N/A	\$0	\$0
Retirement Bonus (one-time payment estimate – not included in total)	Considered same for comparison	
Coffee Break (20 minutes per shift - \$7.75 per shift)	\$1,302	\$1.03

COST OF FRINGE BENEFITS LISTED \$2.63

The longevity, performance and central office stipends of \$.81 per hour, the vacation cost of \$1.09 per hour and the cost of the 12 holidays at \$.90 per hour for these secretarial benefits, equals \$2.80. This

increases the hourly cost of the secretarial unit to an amount in excess of that of the clerical unit rate, which said unit does not enjoy these benefits.

	Secretarial	Clerical
Hourly rate	\$21.72	\$23.26
Fringes	\$4.37	\$25.89
TOTAL	\$26.09	\$25.89

The data shows the secretarial unit's hourly cost to exceed the clerical unit's hourly cost; however, the differential does not reflect the difference in the required skill level of the duties of each position. Comparisons indicate that there is normally a larger difference in wage rates between the two units based upon duties required.

The Fact-Finder's finding is based upon this report and all of the data presented, the positions of the parties and their respective data, the financial condition of the District and comparisons within the District and with surrounding districts. If the District is sincere in guaranteeing employment for these three (3) employees, the adjustment in their wages and benefits to comply with the District's goal should not be a traumatic forty (40%) percent cut in wages and benefits at one time. A gradual adjustment with a consideration of the employee's adjustment to the cost of living would be a more reasonable and acceptable solution. This huge loss in income and benefits would create an unreasonable and traumatic economic hardship for employees who served the District and who were not responsible for the changes in technology or workplace efficiency. The Board was a party to the contracts that created the problem over time, and now they wish to address it all at one time and all at the employees' expenses. These employees have expressed to me that they are willing to perform any and all type of available work in order to help resolve this problem.

FINDING:

Changed as follows:

**ARTICLE VIII
COMPENSATION**

A. WAGES

The maximum wage rates of employees covered by this Agreement are set forth below:

2016-2017	\$23.75
2017-2018	\$24.00
2018-2019	\$24.50
2019-2020	\$24.75
2020-2021	\$25.25

Wages for employees hired after the initial date of this Agreement shall be determined in accordance with "Appendix A".

APPENDIX A
WAGE SCALE FOR NEW EMPLOYEES

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Step 1	\$18.95	\$19.20	\$19.70	\$19.95	\$20.45
Step 2	\$20.15	\$20.40	\$20.90	\$21.15	\$21.65
Step 3	\$21.35	\$21.60	\$22.10	\$22.35	\$22.85
Step 4	\$22.55	\$22.80	\$23.30	\$23.55	\$24.05
Step 5	\$23.75	\$24.00	\$24.50	\$24.75	\$25.25

ISSUE OF BOTH PARTIES

Diminishment of unit.

Association Position:

The current four (4) employees are hard-pressed to perform all the assignments required of them on a daily basis. With only three (3) employees and four buildings, it will be very difficult for these employees to complete the assigned work.

District Position:

There is insufficient clerical work to keep the three (3) employees in that unit gainfully employed.

Fact-Finder's Rationale:

As previously stated and agreed to by both parties, this is an unusual Fact-Finding situation and in an attempt to resolve the situation it requires unusual findings. The District claims there is insufficient work to keep the employees of this clerical unit gainfully employed and the Association claims these employees are really overburdened with work. In order to resolve this issue the Fact-Finder shall utilize the list the Association provided at the Fact-Finding hearing as the list that is current work performed by the unit. Any new additional work assigned by the District shall be work that is assigned for the orderly and efficient operation of the District and "*shall not be work that is considered customarily performed by the unit*". Since the District maintains they want to provide these three (3) employees with guaranteed employment, they must provide work assignments sufficient to fully utilize these employees and must make adjustments in work assignments to accomplish this purpose. For example the copy room appears to be no longer necessary as upgraded copy equipment is now provided in all four buildings. It is understood that technology and improved workplace efficiencies have changed the duties of the employees; however, this clerical unit should not be required to suffer all the consequences of these changes at the same time while the non-union the secretarial unit flourishes as a result. The District shall make return work assignment adjustments to the clerical unit when they assign the clerical unit's copying duties to the secretarial unit or others. Simply put, there must be an equivalent work returned to the clerical unit if the District assigns their work to others; a quid pro quo.

FINDING:

In order to keep these three (3) clerical employees gainfully employed, if in addition to their regular duties the District wishes to assign non-bargaining unit work for the orderly and efficient operation of the District to the Clerical unit, this newly assigned work will not become work that is under the jurisdictional protection of the clerical unit for the life of this Agreement.

For efficiency purposes, current work performed by this clerical unit may not be parceled out unless equivalent work is jurisdictionally exchanged.

**ARTICLE XIII
TERM OF AGREEMENT**

ASSOCIATION PROPOSAL

Requesting the length of the successor Agreement be for five (5) years.

Association Position:

Five (5) year agreement.

District Position:

None.

Fact-Finder's Rationale:

The parties in the past have enjoyed five (5) year agreements and there was no objection by the District. Fact-Finders are charged with solidifying long term labor peace.

FINDING:

The term of this agreement shall be from July 1, 2016 through June 30, 2021.

RESOLUTION OF ISSUES

All collective bargaining proposals or issues not addressed in this Fact-Finding Report, whether submitted or not, are considered moot, resolved or unchanged from the previous Collective Bargaining Agreement. There shall be no other changes, additions or modifications to the previous CBA, including supplemental contracts and all unchanged language not addressed in this report shall continue in effect and shall be incorporated into the new Collective Bargaining Agreement.

Issued at Latrobe, Pennsylvania, on this 18th day of May, in the year of our Lord Two Thousand Sixteen.

Thomas L. Hewitt

Thomas I. Hewitt
Fact-Finder