

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

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| IN THE MATTER BETWEEN |) | CASE NO.: ACT 88-16-19-W |
| |) | |
| MARS AREA SCHOOL DISTRICT |) | |
| |) | |
| AND |) | |
| |) | |
| MARS AREA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION, |) | Jane Desimone, Esq. Fact Finder |

FACT FINDING REPORT AND RECOMMENDATIONS

APPEARANCES

For the Employer, Mars Area School District
Thomas E. Breth, Esq., Solicitor
Dr. Wesley Shipley, Superintendent

For the Association, Mars Area Education Support Professionals Association
Brooke E. Witt, UniServ Representative
Dan Mercer, Ph.D., PSEA Assistant Director of Research

Mediator: Eric H. Sanoba

INTRODUCTION

Pursuant to Act 88 of 1992 (Act 88) and the Public Employe Relations Act (PERA) as supplemented by 34 Pa. Code §95.61 et seq., the undersigned was appointed by the Pennsylvania Labor Relations Board (PLRB) effective July 19, 2016, to serve as the Fact Finder in an impasse between the Mars Area School District (hereafter referred to as the “School District” or the “District”) and the Mars Area Education Support Professionals Association (hereafter referred to as the “Association”).

The District is one of six (6) school districts located in Butler County in western Pennsylvania, serving the communities of Adams Township, Middlesex Township, Mars Borough, and Valencia Borough. Enrollment is approximately 3,231 students. The District employs fifteen (15) administrators, one hundred eighty-eight (188) teachers, and ninety-four (94) full-time and part-time support personnel, including custodians, paraprofessionals, secretaries and a few remaining District-employed cafeteria workers. The Association is the exclusive bargaining representative of the support personnel.

BARGAINING AND FACT FINDING HISTORY

The parties’ most recent collective bargaining agreement had a term of July 1, 2012 through June 30, 2015. Negotiations for a successive contract began in January of 2015, when the parties met to comply with the requirements of Act 88. When informal negotiations over the next six (6) months did not achieve a successor agreement, the parties began meeting in a more formal setting and utilized the assistance of State Mediator Eric Sanoba. On July 6, 2016, the Association requested fact finding, with the undersigned being appointed as Fact Finder by the PLRB on July 19, 2016.

Prior to the Fact Finding hearing, the undersigned was provided with the parties’ respective positions on the unresolved issues, along with a copy of the expired collective bargaining agreement. On August 9, 2016, a formal Fact Finding hearing was held at the District’s Administrative Offices. At that time, the parties were provided with a full opportunity to present testimony, introduce documentary evidence, and argue in support of their respective positions on the unresolved issues.

UNRESOLVED ISSUES

The following issues were presented as unresolved at the time of the Fact Finding hearing:

1. Article IX – Salaries and Wages
2. Article X – Employee Benefits
3. Article XI – Leaves
4. Article XVIII – Special Conditions of Employment Custodians

DISCUSSION AND RECOMMENDATIONS

In analyzing the information provided by the parties, the unresolved issues are addressed in the following recommendations. These recommendations have been made after a careful consideration of all the documentary and testimony evidence presented, including the following:

- Current contractual language;
- Testimony and supportive evidence presented at the Fact Finding hearing;
- Comparisons with contractual provisions utilized in comparable School Districts;
- The interest and welfare of the taxpayer and the District's ability to finance and administer the proposals;
- The lawful authority of the District; and
- Stipulations of the parties.

This Fact Finding Report will constitute the settlement proposal upon which the parties are now required to act as directed by the applicable statutes and PLRB regulations. A vote to accept this report does not constitute an agreement with or an endorsement of any rationale expressed by the Fact Finder with regard to any particular issue, but rather represents only an agreement to resolve the issues by adopting the recommendations.

Issue 1. Article IX – Salaries and Wages

The Association's Proposal

The Association proposes a wage increase of \$.75 per hour for each classification for each year of the new four (4) agreement. It is further proposing an increase in the starting salary for each classification by \$.75 per hour, thereby raising the starting wage of all classifications to \$10 per hour. The increase is requested for each year of the agreement with a provision that no new employee shall make more than a current employee.

The District's Proposal

The District's sole proposal at fact finding is to subcontract all classifications to realize a cost savings estimate of \$1.8 million over the course of the proposed four (4) year agreement. The District provided documentation supporting this cost savings.

Recommendation

It is recommended that Article IX be amended to provide for the following wage increases during the four (4) year term of the Agreement:

| | 2015-2016 | 2016-2017 | 2017-2018 | 2018-2019 |
|-------------------|----------------|----------------|----------------|----------------|
| Secretaries | \$500 lump sum | \$.50 per hour | \$.50 per hour | \$.50 per hour |
| Custodians | \$500 lump sum | \$.50 per hour | \$.50 per hour | \$.50 per hour |
| Paraprofessionals | \$500 lump sum | \$.50 per hour | \$.50 per hour | \$.50 per hour |
| Cafeteria | \$500 lump sum | \$.50 per hour | \$.50 per hour | \$.50 per hour |

A change to the starting hourly wage for all classifications is not recommended.

Issue 2. Article X – Employee Benefits

The Association's Position

The Association is proposing to modify the health care coverage to a "me too" provision that was previously contained in the parties' collective bargaining agreements, placing its members on the same plan as the District's teachers, who are or will be in negotiations for a successor agreement. The Association further proposes an elimination of a two-tiered system, whereby employees hired after July 1, 2012 are only eligible for individual hospitalization and medical benefits.

With regard to paid holidays and annual vacation allowance, the Association is seeking an elimination of a two-tiered system that was added in the most recent Agreement, whereby those employees hired after July 1, 2012 receive five (5) paid holidays while those hired prior to July 1, 2012 receive ten (10) paid holidays. Likewise, the two-tiered system currently provides full-time, twelve (12)-month employees with up to two (2) weeks of vacation for those hired after July 1, 2012 and up to four (4) weeks of vacation for those hired prior to July 1, 2012. The Association is proposing to restore the vacation and holiday allowance schedule as existed prior to the most current Agreement, eliminating the two-tiered system.

The District's Position

The District's sole proposal at fact finding is to subcontract all classifications to realize a cost savings estimate of \$1.8 million over the course of the proposed four (4) year agreement. The District provided documentation supporting this cost savings.

Recommendation

It is recommended that Article X, Section A be amended to include a “me too” provision as proposed by the Association. The provision to state in its entirety as follows:

The benefits and premium payments for the Education Support Professionals Association shall be the same as those provided under the agreement between the Mars Area Education Association and the Mars Area School District.

The contributions will be deducted from each employee’s bi-monthly pay.

Less than twelve (12) month employees’ per pay deduction will be computed by taking the applicable per month deductions times twelve (12) and dividing the number of pays applicable to the less than twelve (12) month employee.

It is recommended that Article X, Section A.1 remain unchanged, thereby maintaining the existing two-tiered system for healthcare coverage.

It is recommended that Article X, Section F addressing paid holidays and Article X, Section G addressing annual vacation allowance remain unchanged.

Issue 3. Article XI – Leaves

The Association’s Position

The Association’s proposal is to modify sick leave to have all twelve (12) month employees receive eight (8) sick days per year and all other employees receive five (5) sick days per year. For personal leave, the Association proposes to modify the current language to provide all full-time employees with three (3) personal days per year and part-time employees with two (2) personal days per year.

With these proposals, the Association is seeking to eliminate a two-tiered schedule that was implemented with the most recent collective bargaining agreement, providing lesser leave benefits to employees hired after July 1, 2012.

The District’s Position

The District’s sole proposal at fact finding is to subcontract all classifications to realize a cost savings estimate of \$1.8 million each year of the proposed four (4) year agreement. The District provided documentation supporting this cost savings.

Recommendation

It is recommended that Article XI, Section C addressing personal leave days be amended to read as follows:

Each regular full-time employee shall be allowed three (3) personal leave days per school year. Each part-time and supplemental employee shall be allowed two (2) personal days per school year. Any unused leave days shall rollover as accumulated personal days at the end of the school year.

It is recommended that Article XI, Section D.1 addressing sick leave days remain unchanged.

Issue 4. Article XVIII – Special Conditions of Employment Custodians

The Association’s Position

The Association proposes language to be added to the end of Article XVIII, Paragraph A to provide that the cleaning of the field house be assigned to Custodians as overtime and not as part of the normal workday.

The District’s Position

The District’s sole proposal at fact finding was to subcontract all classifications to realize a cost savings estimate of \$1.8 million over the course of the proposed four (4) year agreement. The District provided documentation supporting this cost savings.

Recommendation

It is not recommended that the proposed language be added to Article XVIII.

With these recommendations, the Fact Finding Report is complete. It is recommended that all Tentative Agreements reached by the parties be adopted and that all other language in the previous contract not subject to either the parties' Tentative Agreements or the Fact Finder's Recommendations remain as is, without change. Not more than ten (10) days after the issuance of this Report, the parties are to notify the PLRB and each other as to whether or not they accept the recommendations of the Fact Finder. If one or both of the parties reject the report, the PLRB will release the report to the public.

Jane Desimone, Esq.
Fact Finder
August 29, 2016

CERTIFICATE OF SERVICE

It is hereby certified that pursuant to the agreement of the parties, an electronic copy of the foregoing Fact Finding Report was e-mailed this _____ day of _____, 2016 to Larry Cheskawich, Board Secretary of the PLRB at lcheskawic@pg.gov; Brooke E. Witt of PSEA at bwitt@psea.org; Thomas E. Breth, Esq. at tbreth@dmkcg.com; and Eric H. Sanoba at esanoba@pa.gov. It is further certified that on this same day, the Fact Finding Report has been sent by Regular U.S. mail to the following:

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