

In the Matter of the Fact-Finding Between)
)
)
)
BETHEL PARK SCHOOL DISTRICT)
)
and)
)
PARAPROFESSIONAL AND AIDES EDUCATIONAL)
SUPPORT UNIT, BETHEL PARK FEDERATION)
OF TEACHERS LOCAL NO. 1607, AFT,)
AFTPA, AFL-CIO)

PA ACT 88
CASE NO. 88-19-6-W

AMENDED REPORT

DATE OF HEARING: MAY 10, 2019

DATE OF REPORT: MAY 20, 2019

DATE OF AMENDED REPORT: MAY 24, 2019

Richard W. Dissen, Esquire,
Fact Finder

In the Matter of the Fact-Finding Between)
)
BETHEL PARK SCHOOL DISTRICT)
) **PA ACT 88**
and) **CASE NO. 88-19-6-W**
)
PARAPROFESSIONAL AND AIDES UNIT)
BETHEL PARK FEDERATION OF TEACHERS)
LOCAL NO. 1607, AFT, AFTPA, AFL-CIO)

This proceeding involves a dispute between the School District of Bethel Park, Pennsylvania, School District, sometimes hereinafter referred to as the “District”, and the Paraprofessionals and Aides Unit of Bethel Park Federation of Teachers, Association, sometimes hereinafter referred to as the “Federation”. The parties, having been unable to resolve all outstanding matters through negotiation and, arriving at impasse, proceeded to fact finding consistent with Act 88 of 1992, (24 P.S. §11-1101 *et seq.*)

A hearing on matters in dispute was held on May 10, 2019 in Bethel Park, Pennsylvania, before the undersigned. In advance of the fact-finding hearing, the parties timely submitted their respective statements of issues to be addressed. The Federation set forth the following as the issues:

1. Term of the Agreement
2. Dues Deduction: Fair Share/Agency Fee
3. Dues Deduction: Committee to Support Public Education
4. Leave of Absence: Court Witness

5. Leave of Absence: Severance Pay
6. Leave of Absence: Early Retirement Incentive
7. Group Hospital-Medical Insurance
8. Salary

The District set forth the following list of issues that it believed to be in dispute:

1. Salary
2. Elimination of Article III, Board and Federation Consultation
3. Revision to Article XXIII, Posting and Transfers with Regard to Involuntary Transfers
4. Healthcare
5. Severance
6. Early Retirement Incentive

At the hearing, the parties were afforded an opportunity to present all pertinent testimony and exhibits. Having given consideration to the bargaining history of the parties, factors peculiar to the area and the bargaining unit positions involved, and the ability of the District to finance and administer the issues proposed, the following reflects the determination on each issue in dispute.

On May 20, 2019 a report was issued which recommended the wages proposed by the District but explicitly did not recommend a revision to Article 3 upon which the District proposal was contingent. The salary chart as proposed by the District “was to pay full retroactive increases to all Federation employees who are currently employed at the time the new CBA is ratified.” The May 20 report did not explicitly state that retroactive increases would not apply to bargaining unit who were no longer employed at the time the new CBA was ratified. This amendment clarifies that the recommended

*increases and any retroactive effect apply only to Federation employees who are currently employed by the District at the time the new CBA is ratified.*¹

I. Effect of Report Generally

Except as otherwise explicitly set forth in this Report, the finding is that all terms and conditions of the July 1, 2013 - June 30, 2016 Collective Bargaining Agreement between the parties remain in full force and effect.

II. Term of Agreement

Both parties have proposed a six-year agreement, retroactive to the expiration of the prior agreement.

Recommendation:

The term of the Collective Bargaining Agreement shall be six (6) years, commencing on July 1, 2016, and continuing in full force and effect thereafter through and including June 30, 2022. Unless indicated otherwise, all provisions of this Award shall be retroactive to July 1, 2016.

III. Article 11- Dues Deduction (Fair Share/Agency Fee)

The Federation proposes retaining the language of Article 11, Section H, of the 2013-2016 agreement, correcting, however, a typographical error in the prior agreement, which designated this provision as Section H even though Article 11 did not include a Section G.

¹ Any amended language to the May 20, 2019 report appears in bold italicized print.

The Federation also proposes adding language which conditions any application of this provision upon the legality and enforceability of compulsory deductions of Fair Share/Agency Fees.

Recommendation:

The section previously designated as Article 11, Section H, in the 2013-2016 collective bargaining agreement shall be re-designated as Section G of that article. The language of that 2013-2016 provision shall be retained, and the following preface shall be added to that existing language:

To the extent Fair Share/Agency Fee becomes and remains allowable under federal and Pennsylvania state law, the following language shall apply.

IV. Article 11- Dues Deduction

The Federation has proposed that a new provision be added to the parties' agreement that would enable bargaining unit members to make voluntary contributions by means of payroll deduction to the political action committee known as the AFTPA Committee to Support Public Education. The District is not opposed to a provision which provides that member contributions are voluntary and must be authorized in writing by any employee who opts to participate. The District recommends that the provision reflect that the District be held harmless in any disagreements that might arise between the Federation and any bargaining unit member regarding contributions.

Recommendation:

A new provision should be added to the collective bargaining agreement which provides that any bargaining unit member may make contributions to the PAC which is currently known as AFTPA Committee to Support Public Education. That provision may be designated as Section H of Article 11 and should provide explicitly that any such payroll deduction shall be individually and voluntarily authorized by each bargaining unit member who elects to participate. Upon receipt of a signed authorization by any member of the bargaining unit, the School District shall deduct from that member's pay

contributions in the authorized amount for the AFTPA Committee to Support Public Education. The District will remit authorized deductions to the duly elected Treasurer of the Federation on a monthly basis by means of a check made payable to that AFTPA fund. The District's function will be ministerial only and the District will be held harmless by the Federation and indemnified by the Federation in any dispute regarding member contributions. Assurance of such indemnification should be set forth in this new provision.

V. Article 27. Leave of Absence (Section C, Jury Duty-Court Witness)

Article 27, Section C, Jury Duty-Court Witness, contains a typographical error which provides that any employee who is required to appear as a *dependent* in a court proceeding or before any governmental agency will be paid the difference between regular salary and the jury or other fee paid by such court or agency.

Recommendation:

The word "dependent" should be replaced with "defendant".

VI. Article 27. Leave of Absence (Section G, Severance Pay)

Article 27, Section G, Severance, presently provides that, upon retirement of a full-time employee, the District will compensate that employee for each unused accumulated sick or personal/emergency day at either fifty percent (50%) of that employee’s then-current rate or \$100.00 times the number of years of service, whichever is greater. The maximum compensation available to any employee under this provision would be limited to \$12,500.00.

The Federation proposes extending the benefit of compensation for unused accumulated sick leave and personal emergency days to include part-time staff. That proposal is not opposed by the District. The District, requests, however, that language be added which clarifies that the term “retire” is intended and understood to mean permanent retirement; the benefit is not to be provided to employees who are merely at retirement-age but have obtained other employment.

Recommendations:

1. The language of the first paragraph of Section G of Article 27 should be amended to read:

Upon termination of employment by permanent retirement, the District will compensate employees at fifty (50%) of that employee’s current rate for each unused accumulated sick, personal/emergency days or \$100.00 times the number of years of service, whichever is greater, with a cap of \$12,500. An appropriate tax-free vehicle for these funds (e.g., 401(a), 403 (b) Special Pay Plan or their successors or replacements) will be established through a mutual agreement between the District and the Federation Paraprofessionals/Aides Unit president or his/her designee. All employees who retire after the effective date of this Agreement and receive payment as set forth above must participate in the agreed upon plan. The term “permanent retirement” is understood to mean

superannuation or disability under the provisions of the Public School Employees' Retirement Act.

2. The language of Section G of Article 27 should otherwise remain unchanged.

VII. Article 37. Group Hospital-Medical Insurance

Both parties have addressed the transition from the currently provided Highmark PPO to an available ASCHIC EPO plan as the base health care plan for the bargaining unit. The parties differ, however, as to employee contribution rates.

Recommendations:

1. Article 37 should be amended to provide:

The District will provide to all full-time employees the Standard Plan 1 (currently the Highmark PPO) Medical Insurance benefit as approved by the ACSHIC. Any changes which the Trustees of the Consortium make to the benefit design or provider of this plan shall become part of the coverage under this section.

Effective July 1, 2019, the District will offer the standard plans (currently an EPO and a PPO) offered by the ACSHIC. The coverage provided under each of the plans referenced above, and any future plans offered by the ASCHIC, including the plan design, may be changed from time to time by the ACSHIC.

Beginning July 1, 2019, all bargaining unit members will be moved to the EPO Plan. Bargaining unit members will be permitted the option, however, to select the PPO plan and pay any difference in cost plus the normal premium contribution listed below.

Subject to changes by the ASCHIC, the following kinds of coverage shall be offered, based on the employer's need:

1. Family
2. Husband and Wife
3. Individual
4. Parent and Child
5. Parent and Children

2. All employees who are enrolled in the Health Care Insurance under this collective bargaining agreement shall pay the following premium contribution:

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Steps 2-9	Current	Current	0.00%	1.00%	1.00%
Steps 10-11	Current	Current	0.00%	1.00%	1.50%

3. Employees will continue monthly contribution toward the total monthly premium cost for requested coverage at the presently effective rate until June 30, 2019.

VIII. Early Retirement Incentive.

Although the District listed early retirement incentive among the issues in dispute, the District has since taken the position that the status quo should be maintained. The expired collective bargaining agreement between the parties did not provide for such an incentive and, in the District's view, it is not necessary at this time to incentivize employees to retire early. The Federation did not separately raise the matter of early retirement. An early retirement incentive is not recommended in this report.

IX. Article 23 Posting and Transfers

The District asserts that, because students who have paraprofessionals assigned to them may change classroom and building assignments or even leave the District altogether., flexibility is needed in the assignment of paraprofessional staff. The District proposes,

therefore, to amend Article 23 to eliminate language which provides that position transfers will not normally be made during the course of the school year and to introduce language which permits transfers from one building to another or from one classification to another at the discretion of the District and without recourse to the grievance procedure by affected employees.

Recommendation:

The language under the parties' expired agreement acknowledges the authority of the District to effect involuntary transfers, albeit subject to particular conditions. The proposal by the District substantially enlarge that authority but provide no recourse to an affected employee. The proposed change is not recommended.

X Article 40. Salary

Both parties have provided salary projections which reflect raises over the six-year term of the collective bargaining agreement. The District states that, although the Federation proposal seeks an increase over the life of the proposed six-year contract, inclusive of any step movement, any increase should be made contingent upon the implementation of revisions which the District has suggested as to Article 3 of the collective bargaining agreement. Specifically, the District seeks to strike the language in Article 3 which states: "The Board further agrees that it and its representatives will not, during the life of this

contract and renewals thereof, take any action affecting working conditions of any bargaining unit member without prior negotiation and agreement with the Federation”.

The District additionally requests that the following language be introduced as a new section to Article 3:

All prior Memorandum of Understanding and Arbitration Awards interpreting the former version of Article 3 and any other written or oral agreements pertaining to the former version of Article 3 shall no longer be valid or binding on the parties as the parties have elected to amend Article 3 as of the date of this Collective Bargaining Agreement.

The Federation opposes striking language from Article 3 or adding the new language proposed by the District

Recommendation:

The recommendation as to Article 40, Salary, is contained in the wage chart set forth below. The recommendation is not contingent upon a revision of Article 3. The revisions to Article 3 suggested by the District are not recommended. The salary recommendations consider the District’s present and future ability to fund such increases, the Federation’s efforts to place this bargaining unit in the position similar to which it has held in relation to other districts, and the cumulative effect of each increase. As to the matter of funding, the Federation has noted that the District has been able to avoid a property tax increase for four consecutive years. Some of that savings has been realized through attrition, through the utilization of part-time workers. According to the submitted financial reports, some savings has also been realized through fortunate market conditions, a circumstance that could alter.

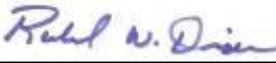
The wage chart addresses the school years 2015-2016 through 2021-2022, awarding a retroactive increase. The chart, and its retroactive effect applies only to bargaining unit workers who are currently employees of the District at the time that the new collective bargaining agreement is ratified.

Hourly Wage Chart

Step	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	
2	11.69	11.79	11.89	\$11.99	\$12.09	\$12.19	\$12.29	
3	11.82	\$12.34	\$12.44	\$12.59	\$12.69	\$12.84	\$12.94	
4	11.82	\$12.47	\$12.99	\$13.14	\$13.29	\$13.44	\$13.59	
5	12.09	\$12.61	\$13.12	\$13.69	\$13.84	\$14.04	\$14.19	*
6	12.69	\$12.74	\$13.26	\$13.82	\$14.39	\$14.59	\$14.79	
7	12.81	\$13.34	\$13.39	\$13.96	\$14.52	\$15.14	\$15.34	
8	\$13.11	\$13.46	\$13.99	\$14.09	\$14.66	\$15.27	\$15.89	
9	\$13.56	\$13.76	\$14.11	\$14.69	\$14.79	\$15.41	\$16.02	
10	\$17.84	\$18.49	\$19.14	\$19.84	\$20.54	\$21.29	\$22.04	
TECHS	\$15.75	\$16.40	\$17.05	\$19.84	\$20.54	\$21.29	\$22.04	

The parties are reminded that, not more than ten (10) days after the findings and recommendations have been sent, the parties shall notify the Board and each other whether or not they accept the recommendations of the fact-finder.

Dated this 24th day of May, 2019, at Pittsburgh, Pennsylvania.



Richard W. Dissen