

Commonwealth of Pennsylvania
Pennsylvania Labor Relations Board

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| In the Matter of the Impasse Between |) | |
| Karns City Area Educational Support |) | |
| Personnel Association |) | ACT 88-20-3-W |
| And |) | |
| Karns City Area School District |) | |

FACT FINDING REPORT AND RECOMMENDATIONS

APPEARANCES:

For the Association:

Patrick J. Andrekovich
Pa State Education Association
3303 New Butler Road
New Castle, PA 16101

For the District:

Thomas E. Breth, Esquire
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128 W. Cunningham St.
Butler, PA 16001

BACKGROUND:

On January 22, 2021, the Pennsylvania Labor Relations Board (PLRB) appointed the undersigned as fact finder pursuant to ACT 88 and the Public Employee Relations Act (PERA) in the impasse between Karns City Area Educational Support Personnel Association (Association) and the Karns City Area School District (District) for the District's Nonprofessional employee unit.

The parties to this dispute have a mature collective bargaining relationship, the most recent collective bargaining agreement between the parties being a five (5) year agreement that expired June 30, 2020. The parties have been unable to reach a successor agreement, and in fact, have been working nearly nine (9) months without one. Impasse was declared and a request for fact finding was submitted on December 22, 2020 by the Association. The PLRB granted the request and ordered fact finding. Pursuant to this order, the above listed fact finder was appointed on January 22, 2021 to serve.

The fact finding hearing was held upon mutual agreement on February 22, 2021 at 10:00 AM via ZOOM video-conferencing, due to weather and COVID -19 closures in effect. At that time, the parties were afforded a full opportunity to present testimony, cross examine witnesses and introduce documentary evidence in support of their respective positions. The parties presented extensive documentary exhibits and reports as well as testimony. Indicative of the parties' diligent efforts in negotiations prior to fact finding, tentative agreements were reached on a number of issues. At the conclusion of the hearing, the record closed, and the matter is now ready for the within report of Recommendations.

OVERVIEW:

The Karns City Area School District is a public school district spanning parts of Butler, Armstrong and Clarion Counties in Western Pennsylvania. The District is comprised of the Boroughs of Chicora, East Brady, Fairview, Karns City, Petrolia and Bruin, as well as the Townships of Parker, Fairview, Donegal, Perry, Sugarcreek, Brady, and Brady's Bend. The rural District covers an area of approximately 125 square miles, with the majority of the District located within Butler County. The City of Butler, the Butler County seat, is approximately 15 miles southwest of the District offices and the Junior/Senior High School. The current District enrollment is 1,353 students, and Chicora and Sugarcreek are the two (2) K-6 Elementary Schools currently serving the Karns City communities. The Karns City Junior/Senior High School completes the District with grades 7-12. According to 2010 Federal census data, the District serves a population of 10,423. Of this population, 33% are age 55 or older, and 18.3% of the residents of the District communities are age 65 or older. A little more than 33% of the total population are within their childbearing year (15-44). The median household income in the District is \$52,402, and early 80% of the homes are owner-occupied. Finally, 12% of the population within the District is living below the poverty level.

Financially, the District is well-managed. The District's bond issues have been retired, however the Butler County Area Vocational-Technical School's bond issue extends through 2040. There are several strong industrial magnets within the District boundaries. Calumet (Penreco) Specialty Products and Sonneborn Inc. are refiners and processors of specialty hydrocarbon products. INDSPEC Chemical Corp. is the world's largest producer of resorcinol (material used in the medical, pharmaceutical and chemical industries) and is the only producer of resorcinol in the United States.

The Karns City Area Educational Support Personnel Association is a bargaining unit comprised of approximately seventy-five (75) employees in various maintenance, custodial, secretarial, paraprofessional, cafeteria and food-preparation and distribution related positions. There are both part-time and full-time employees working in nine (9) or twelve (12) month positions.

Finally, Pennsylvania Department of Education population projections dated December 2016 indicate that the student enrollment in the District should continue to decrease through the year 2026. The projections predict that elementary enrollments will drop by 176 students (approximately 25%) over the next seven (7) years, while enrollment for grades 7-12 is projected to decrease by 73 students (approximately 10.5%) over the same period. Total enrollment is predicted to drop by 249 students (approximately 18%).

The Association entered these negotiations and subsequent fact-finding process fully cognizant of the difficulties and uncertainties presented by the COVID-19 pandemic. Negotiations began well before the pandemic hit full-force and were somewhat stalled during 2020 as a result of this pandemic. The Association stressed that while the pandemic did create problems, its effect on the Karns City Area School District was not an anomaly, nor was the economic fallout specific only to the District. The Association contended that it believes the District is financially able to reward the bargaining unit, and the only remaining question is whether the District is willing to compensate in what it believes is a fair manner. The Association stressed to this Fact Finder that tax millage has not been raised to the Act 1 Index for many years. The Association stressed that the unit is a vital piece of the educational program in the District, as evidenced by their dedication especially since March, 2020. In general, the Association seeks through fact finding flexibility in summer scheduling, as well as assurances regarding seniority bumping procedures, specifically maintaining rights when employees move from part-time to full-time and between buildings. Finally, the Association seeks an increase from 2016 rates for new hires in their respective positions, which it argues are among the lowest in the area, and a reasonable and equitable health insurance benefit comparable to that enjoyed by the District Professional unit.

The District entered these negotiations envisioning budget challenges due to revenue shortfalls and expanding capital project needs in a District looking to close one Elementary building and make major repairs to the High School building. The District contends that Karns City Area School District is very rural and does not enjoy the financial prosperity as other neighboring school districts. Because of stagnant growth in the area, it cannot raise tax millage and does not anticipate reimbursements from governmental entities for its long-overdue projects. The District avers that it cannot afford the Association economic proposal in general, and that while a closure looms, it hopes to maintain its past track record of accomplishing movements without furloughing employees. Overall, the District seeks

greater flexibility in assignment of staff to accomplish its goal of not furloughing, as well as it offers what it feels is a fair and comparable compensation package, not to be compared to the Professional unit compensation, which occurred during a pre-COVID era. Finally, the Board stressed to this Fact Finder that while the District did receive governmental funding during the pandemic, it was warned to not count on funding of a similar nature to support future expenditures. It is within this atmosphere of ongoing pandemic precautions and uncertainty that the fact finding hearing occurred on February 22, 2021 and the following Report and Recommendations are offered.

To arrive at the following Report and Recommendations, this Fact Finder relied upon, among other things, the following criteria:

- The expired collective bargaining agreement.
- The reliable and credible testimony provided, the evidence presented at the Fact Finding hearing, and further clarifications given to questions of this Fact Finder.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and employees doing similar work, giving consideration to factors peculiar to Karns City Area School District.
- The interest and welfare of taxpayers and the ability of Karns City Area School District to finance and administer the Recommendations proposed.
- The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the collective bargaining agreement created through this process.
- The effect the COVID-19 pandemic has had on working conditions, the citizens of the specific area, the financial implications on the School District, and the uncertainty of the future impact of the pandemic.

The Recommendations that follow constitute the settlement proposals upon which the parties are now required to act as directed by PLRB regulation and statute. A vote to accept the report does not constitute agreement with, nor endorsement of the rationale contained therein. Rather, it 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, notify the PLRB of their decision to “accept” or “reject” the Recommendations. The report will be released to the public if not accepted by one or both of the parties.

OPEN ISSUES:

The Association and the District identified the following issues remaining in dispute and open at the time of the fact finding hearing.

1. **ARTICLE XVI- TERM OF AGREEMENT**
2. **ARTICLE IV-COMPENSATION-A.- WAGES AND SALARIES**
3. **ARTICLE IV-COMPENSATION-C.-WORK WEEK**
4. **ARTICLE IV- COMPENSATION-G.-SUBSTITUTING**
5. **ARTICLE V-VACATIONS**
6. **ARTICLE VI-HOLIDAYS**
7. **ARTICLE VIII-INSURANCE PROTECTION-A.-HOSP. AND MED. INSURANCE BENEFITS**
8. **ARTICLE VIII-INSURANCE PROTECTION-F.-DENTAL INSURANCE**
9. **ARTICLE X-LEAVES OF ABSENCE-C-BEREAVEMENT LEAVE**
10. **ARTICLE X-LEAVES OF ABSENCE- D.-PERSONAL ILLNESS**
11. **ARTICLE X-LEAVES OF ABSENCE-G.-FAMILY AND MEDICAL LEAVE ACT**
12. **ARTICLE XI-ASSOCIATION RIGHTS AND PRIVELEGES-A.-MAINT. OF MEMBERSHIP**
13. **ARTICLE XI-ASSOCIATION RIGHTS AND PRIVELEGES- D. FAIR SHARE**
14. **ARTICLE XII-SENIORITY**
15. **ARTICLE XIII-LONGEVITY UPON RETIREMENT**

DISCUSSION AND RECOMMENDATIONS:

1. ARTICLE XVI- TERM OF AGREEMENT

ASSOCIATION POSITION:

The Association seeks labor peace for the bargaining unit and therefore proposes a five (5) year term (7/1/20-6/30/25). As nearly one year has passed since the expiration of the prior Agreement, the Association is not amenable to a three (3) year term, which would dictate that the parties begin bargaining for another Agreement late next year.

DISTRICT POSITION:

The District cites uncertainty and difficulties created by COVID-19. The District argues it is not in either side's interest to commit to a long term contract. With the potential for massive remobilization and COVID-compliance costs for an unknown period of time in the present and future school years, as well as projected capital expenditures, some of which have already been delayed, the District proposes a three (3) year term (7/1/20-6/30/23).

RECOMMENDATION AND RATIONALE:

While I appreciate the District position regarding economic uncertainty concerning the overall impact of COVID-19, the Association position that 1/3 of a three (3) year Agreement term will have already passed in a few short months is compelling, therefore I recommend adoption of a five (5) year term of Agreement.

2. ARTICLE IV COMPENSATION-A. WAGES AND SALARIES

ASSOCIATION POSITION:

Based on research which indicates the District has underestimated its revenue in four (4) of the last five (5) years, while overestimating its expenditures during that period, the Association proposes a 3% across-the-board raise in each of the 5 years of the term of the Agreement. The Association proposes employees on Pay Scale A.3 be provided with these raises, as they are paid at 2016 rates. Additionally, the Association proposes collapsing the A.3 Scale from ten (10) to five (5) columns, providing for accelerated movement to the A.2 Pay Scale. The Association contends that real estate prices are rising in the District, unlike in the period of the Great Recession 10-14 years prior, and that the District's millage rates have increased only by about one-tenth of the amount allowed by the ACT 1 Index. Furthermore, the District's General Fund Balance has been higher than the recommended level of the three (3) major bond rating agencies, per a Pennsylvania School Boards Association report, thus these raises are affordable.

DISTRICT POSITION:

The District proposes a 2% pay increase for employees on Pay Scales A.1 and A.2 in each year of the term of the Agreement. The District does not propose increasing the rates on the A.3 Pay Scale, as these have been negotiated in good faith and the parties knew full well what they were bargaining. Furthermore, employees on A.3 advance one column for each year of service and enjoy a 3.15-4.19% pay increase for each column advanced. These increases are greater than the average Administrator increase and the increase bargained with the Professional unit, in pre-COVID-19 times. The District argues that it has no problem attracting new employees with the rates offered on Pay Scale A.3. As such, the District also proposes that after completion of ten (10) years of service, employees on A.3 receive the 2% annual increase as those on A.2 and A.1. The District contends that while it has not raised millage to the ACT 1 Index allowances, it simply cannot, based upon the stagnant economic situation that exists in the District. Furthermore, while it does not deny the financial soundness of its budget, the District needs to allocate a significant amount of funding towards much needed and much delayed capital improvement projects.

RECOMMENDATION AND RATIONALE:

I have thoroughly reviewed the parties’ respective salary proposals. I take particular notice of the Association position that employees on Pay Scale A.3 have not had pay rates adjusted since being set in 2016. I also am compelled to balance this with the fact these same employees enjoy an average of 3-4% salary increase each year they move on the scale. This increase is greater than the average historical Administrator annual increase or the increase bargained with the Professional unit in a pre-COVID atmosphere. I also am cognizant of the prior Agreement that referenced receiving increases not less than the Professional unit. In consideration of the fact that the District is financially stable, yet is committed to future needed capital expenditures, and is operating within COVID-19 uncertainties, I recommend the following, as reflected in the Pay Scales listed in Appendix A:

Pay Scale A.3: I recommend the current ten (10) column structure of Pay Scale A.3 remain intact for the term of the Agreement, with similar annual increases for employees completing ten (10) years of service as that granted to employee on A.2 and A.1 Pay Scale for the term of the Agreement. This results in these employees not being placed on any Pay Scale.

-2020-2021- All full-time employees on Pay Scale A.3 on July 1, 2020 receive a \$250.00 lump sum payment, not to be included in hourly salary calculation. Additionally, all part-time employees on Pay Scale A.3 on July 1, 2020 receive a \$150.00 lump sum payment, not to be included in hourly salary calculation.

-2022-2023-Effective July 1, 2022, all “cells” on Pay Scale A.3 are increased by 25 cents.

Pay Scales A.1 and 2: I recommend the following salary increases for employees on Pay Scale A.1 and A.2:

-2020-2021- 2.9% increase

-2021-2022- 2.9% increase

-2022-2023- 2.9% increase

-2023-2024- 2.9% increase

-2024-2025- 2.9% increase

3. ARTICLE IV- COMPENSATION-A. TEMPORARY EMPLOYEES

DISTRICT POSITION:

The District proposes to re-define the employment window for “temporary employees” from the current “sixty (60) consecutive work days in a school year” to ninety (90) consecutive work days in a school year. The District also proposes eliminating language in subsections b. and c. pertaining to “temporary employees.”

ASSOCIATION POSITION:

The Association is opposed to these changes.

RECOMMENDATION AND RATIONALE:

I recommend no changes to these provisions, as no compelling evidence exists to support the proposed changes.

4. ARTICLE IV – COMPENSATION-C. WORK WEEK

ASSOCIATION POSITION:

The Association proposes to add language to provide that all twelve (12) month employees will have the option to work either four (4) ten (10) hour work days or five (5) eight (8) hour work days in summers. The Association feels that if the employees had the option to work four (4) ten (10) hour shifts during the summer, it would create a better work environment with increased morale at no cost to the District. Additionally, enjoying a long weekend would result in fewer vacation days utilized by the employees.

DISTRICT POSITION:

The District is opposed to this change, especially a provision that would permit some employees to work four(4) days a week, while some work five (5) days. Furthermore, the District references anecdotal evidence of a similar change in the past that resulted in cumbersome and troublesome administrative matters.

RECOMMENDATION AND RATIONALE:

After due consideration of the Association proposal, I reject the Association position and recommend no change be made to the Agreement.

5. ARTICLE IV-COMPENSATION-C.WORK WEEK

DISTRICT POSITION:

The District proposes to add language providing scheduling flexibility to meet increasing demands for work on weekends. The District seeks the ability to schedule in its sole discretion the start and end times of employees to meet operational needs.

ASSOCIATION POSITION:

The Association is opposed to this proposal.

RECOMMENDATION AND RATIONALE:

As no sufficient compelling evidence has been presented to support changing this language and adopting the proposal, I recommend no change to the current language.

6. ARTICLE IV-COMPENSATION-G.SUBSTITUTING

DISTRICT POSITION:

The District proposes restructuring the language of this Paragraph to provide that any employee who places their name on a voluntary substitute list and works that specific position shall

receive the rate of pay for the position worked, as opposed to the employee's regular rate of pay, if the regular rate if pay is greater. This would result in potential cost-savings for the District.

ASSOCIATION POSITION:

The Association opposes this proposed change, as it believes the employee working the extra position is entitled to earn their regular rate, even if it is a higher rate than the position worked as a substitute.

RECOMMENDATION AND RATIONALE:

The District makes a persuasive argument that if a person voluntarily signs up to work a position (not mandated) in addition to their regular position, they should receive only the rate (if lower) of that specific position, and not the rate of the regular position. The Association is also persuasive that if an employee substitutes in a position within their "category", they should receive their regular rate of pay, if higher. I recommend the following language modification in Paragraph G.

"Any employee who places his or her own name on a voluntary substitute list and is called back to work as a substitute in a position within their regular "category" (Article XII, Section 6) shall receive his or her regular rate of pay or the rate of pay for the position filled, whichever is greater. If they are called back to work as a substitute in a position outside of their regular "category" (Article XII, Section 6), they will receive the rate of pay for the position filled. If bargaining unit employees are called by the District, such employees will be utilized on a seniority basis within each building."

The remainder of Paragraph G. language remains unchanged.

7. ARTICLE V- VACATIONS-B.

ASSOCIATION POSITION:

The Association proposes to eliminate the required two (2) week notice for change requests for vacations. The Association cites too frequent a possibility of life changes and emergencies to arise on short notice, which makes the two (2) week notice difficult to abide by.

DISTRICT POSITION:

The District is opposed to this proposal, as it cites the needed notice to maintain operational efficiency.

RECOMMENDATION AND RATIONALE:

In consideration of the logical positions cited by the respective parties, I recommend modifying the current two (2) week required notice period to one (1) week required notice, effective July 1, 2021.

8. ARTICLE V-VACATIONS-B.

ASSOCIATION POSITION:

The Association proposes inclusion of recently developed Memoranda of Understandings on Vacations be included in the new Collective Bargaining Agreement.

DISTRICT POSITION:

The District is not opposed to this proposal.

RECOMMENDATION AND RATIONALE:

As the parties are not in opposition, I recommend inclusion of the Vacation Memoranda of Understanding referenced by the Association to be included in the new Collective Bargaining Agreement.

9. ARTICLE VI.- HOLIDAYS

ASSOCIATION POSITION:

The Association proposes inclusion of recently agreed to language pertaining to Holidays in the new Collective Bargaining Agreement.

DISTRICT POSITION:

The District is not opposed to this proposal.

RECOMMENDATION AND RATIONALE:

As the parties are not in opposition, I recommend inclusion of the recently agreed upon Holiday language Memorandum of Understanding to be included in the new Collective Bargaining Agreement.

10. ARTICLE VIII-INSURANCE PROTECTION-A.-HOSPITALIZATION AND MEDICAL INSURANCE BENEFITS

DISTRICT POSITION:

The District proposes to continue to provide the full costs of a health insurance plan, subject to premium share obligations, for full-time employees hired prior to July 1, 2020. It proposes that employees hired on or after July 1, 2020 be required to pay the full cost of “buy ups” for their dependents. It proposes to not provide insurance coverage for probationary employees; and it proposes to increase the employee premium share contribution for the term of the Agreement to increase to fifty (50) dollars a month for the individual plan, and to increase to one-hundred (100) dollars a month for all others, subject to hire date prior to July 1, 2020. The District makes this proposal in light of rising benefit costs and in comparison to employees’ plans in neighboring districts.

ASSOCIATION POSITION:

The Association is not in agreement with these proposed changes and seeks continuation of the current plan of one –tier, and premium shares levied at a percentage of that levied to the Professional unit.

RECOMMENDATION AND RATIONALE:

Taking into consideration the increased cost of benefits, as well as comparisons of neighboring school districts and the Professional unit in this District, I recommend the following language modifications to Paragraph A:

“Subject to the premium share obligations listed below, the District shall, at its expense, provide a health care insurance plan for each twelve (12) month full-time employee, hired before July 1, 2021, and each full-time school year employee hired before July 1, 2021 including enrolled dependents covering hospitalization, physician’s services, and other procedures and services as provided through the Western Pennsylvania Schools Health Care Consortium (WPSHCC). Deductibles and co-payments shall be specified by the plan.

Subject to the premium share obligations listed below, the District shall, at its expense, provide an individual health care insurance plan for each twelve (12) month full-time employee, hired on or after July 1, 2021, and each full-time school year employee hired on or after July 1, 2021, covering hospitalization, physician’s services, and other procedures and services as provided through the Western Pennsylvania Schools Health Care Consortium (WPSHCC). Deductibles and co-payments shall be specified by the plan. At the employee’s option, he or she may purchase additional coverage (buy up), at the employee’s sole cost, for dependents of the employee. The cost of the additional coverage shall be paid via payroll deduction and payment is due and payable by the fifteenth (15th) of the month preceding the month of coverage. Failure to make timely payment to the District is grounds for termination of coverage.”

The contribution rates for the term of this Agreement are as follows:

Individual- \$22.50/month (45% of Professional Unit Rate @ \$50.00/month)

All others- \$45.00/month (45% of Professional Unit Rate @ \$100/month)

10. ARTICLE VIII- INSURANCE PROTECTION- F.-DENTAL INSURANCE

ASSOCIATION POSITION:

The Association proposes extended dental benefit coverage to the remaining full-time maintenance, custodian and building custodian employees. Due to a merging of bargaining units in previous years, several full-time employees were left without dental benefits. This proposal seeks to extend dental coverage to all full-time employees in the unit, effective as soon as practical and possible.

DISTRICT POSITION:

The District did not propose language in opposition to this proposal.

RECOMMENDATION AND RATIONALE:

I recommend the parties adopt the proposal adding “full-time maintenance, full-time custodian, full-time building custodian” to the list of full-time employees receiving dental insurance benefits, effective as soon as practical and possible.

11. ARTICLE X.-LEAVES OF ABSENCE-C.-BEREAVEMENT LEAVE

ASSOCIATION POSITION:

The Association proposes incorporating the parties’ pre-fact finding agreement on bereavement leave into the Agreement.

DISTRICT POSITION:

The District did not oppose the Association proposal on this matter.

RECOMMENDATION AND RATIONALE:

I recommend this proposal be incorporated into the parties’ Agreement as soon as practical and possible.

ARTICLE X- LEAVES OF ABSENCE-D.-PERSONAL ILLNESS

DISTRICT POSITION:

The District proposes to add language giving the District permission to require a doctor certificate from an employee in certain situations where abuse is suspected.

ASSOCIATION POSITION:

The Association did not present a proposal in opposition.

RECOMMENDATION AND RATIONALE:

Based upon the need of the District to have ability to require a doctor certificate in individual cases of suspected abuse, I recommend the following language be added to Paragraph D, effective July 1, 2021:

“A doctor’s certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, a doctor’s certificate may be required where the District has reason to believe that the employee has been abusing the sick leave privilege. The total circumstances of an employee’s use of sick leave, rather than a numerical formula shall be the basis upon which the District’s final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.”

12. ARTICLE X-LEAVES OF ABSENCE-G.-FAMILY AND MEDICAL LEAVE ACT

DISTRICT POSITION:

The District proposes adding language requiring the use of paid leave concurrently with FMLA Leave.

ASSOCIATION POSITION:

The Association proposes no change to the current contractual provisions.

RECOMMENDATION AND RATIONALE:

As the law has shifted in past years based on the governing Administration, I recommend no change to current language.

13. ARTICLE XI- ASSOCIATION RIGHTS AND PRIVILEGES- A. and D.-MAINTENANCE OF MEMBERSHIP/FAIR SHARE

DISTRICT POSITION:

In light of the U.S. Supreme Court issuing a ruling in June, 2018 that public sector unions can no longer collect fair-share fees from non-members, the District proposes to delete language referencing these matters in their entirety.

ASSOCIATION POSITION:

While the Association agrees that these matters are currently obsolete, it proposes that should Fair Share be deemed to be legal in the future, that the language be re-inserted into the Agreement and in any future Agreement between the parties.

RECOMMENDATION AND RATIONALE:

The District contends that should Fair Share be once again legal, the Association must then resort to bargaining if it wants the provision in the Agreement. I agree and I recommend the Paragraphs be deleted in their entirety with no reference of immediate and automatic reinstatement, should the law change.

14. ARTICLE XII-SENIORITY

DISTRICT POSITION:

The District proposes to delete coverage in the Grievance Procedures, Vacations, Insurance Protection, Leaves of Absence and Seniority Articles for newly-hired probationary employees. The District also proposes adding language to provide for greater flexibility and discretion in promoting, transferring, assigning and reassigning employees. The District proposes to collapse the nine (9) categories of job classifications into six (6), and it proposes to add clarifying language that employees changing job classifications and moving from a part-time position to a full-time position may move from one wage scale to a lower wage scale as a result of this movement, regardless of the employee's date of hire. The District cited grievances and two (2) arbitrations regarding this matter that need clarifying.

ASSOCIATION POSITION:

The Association proposes that changes/clarifications to the Bumping procedures in this Article be made, especially in light of the planned closing of an Elementary school. Specifically, provisions need to be delineated regarding part-time employees and their bumping rights as they pertain to full-time positions/employees. The Association’s proposal will assure all employees have their wages and seniority protected in the event of a transfer or school consolidation. Further, the Association seeks clarification regarding the Food Coordinator and Noon-time Supervisor positions relative to bumping and categories. Finally, the Association seeks language clarifying that for salary purposes, employees will remain on their current salary schedule when moving between part-time positions or from part-time to full-time. This provides assurance for employees who may be forced to change classifications via an involuntary transfer.

RECOMMENDATION AND RATIONALE:

There have been grievances and arbitrations regarding the matters of moving from part-time to full-time positions, and one issue is awaiting Court review. I recommend keeping current language intact without adding the proposed clarifications offered by either side. I do recommend adding the following language regarding part-time and full-time bumping rights, as well as one adjustment to the list of categories currently in the parties’ Agreement.

(5) Bumping

“For the purposes of exercising bumping rights under this Section, permanent full-time employees shall have bumping rights to both full-time and part-time positions. Permanent part-time employees shall have bumping rights to part-time positions only.”

(6) Categories

The eight (8) categories are:

1. Cafeteria Personnel (including Noon Time Supervisor and Food Coordinator)
2. Custodians
3. Building Custodians
4. Maintenance Personnel
5. Secretaries
6. Clerks
7. Nurse Technicians
8. Paraprofessionals

15. ARTICLE XIII- LONGEVITY UPON RETIREMENT

DISTRICT POSITION:

The District proposes to delete the Article and the provision in its entirety.

ASSOCIATION POSITION:

The Association proposes to retain this provision, specifically granting the availability of the payment for the 2024-2025 school year, with the second year to be designated by the District.

RECOMMENDATION AND RATIONALE:

As the District foresees a potential Elementary school closure, and as it seeks to accomplish personnel assignments without resorting to furlough, I recommend maintaining the longevity benefit as a potential retirement incentive to accomplish a closure without furlough. I recommend providing availability of a longevity payment for eligible employees at the end of the 2020-2021 school year, with required notifications by June 30th, 2021. I recommend a second availability for eligible employees at the end of the 2022-2023 school year, to coincide with planned closure of the Sugar Creek Elementary school, with required notifications by June 30, 2023.

APPENDIX A

| A.1 Hired before July 1, 1990 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|--------------------------------------|------------------|------------------|------------------|------------------|------------------|
| Building Custodian | \$24.21 | \$24.91 | \$25.64 | \$26.38 | \$27.15 |
| Maintenance | \$32.05 | \$32.98 | \$33.94 | \$34.92 | \$35.94 |
| Paraprofessional | \$19.19 | \$19.75 | \$20.32 | \$20.91 | \$21.52 |
| Secretary | \$21.57 | \$22.19 | \$22.84 | \$23.50 | \$24.18 |

| A.2 Hired on or after July 1, 1990 and before or on June 30, 2010 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|--|------------------|------------------|------------------|------------------|------------------|
| Building Custodian | \$21.55 | \$22.17 | \$22.82 | \$23.48 | \$24.16 |
| Cafeteria Personnel | \$17.83 | \$18.35 | \$18.88 | \$19.43 | \$19.99 |
| Clerk | \$20.53 | \$21.12 | \$21.74 | \$22.37 | \$23.02 |
| Custodian | \$18.66 | \$19.20 | \$19.75 | \$20.33 | \$20.92 |
| Food Coordinator ES | \$18.73 | \$19.27 | \$19.83 | \$20.40 | \$21.00 |
| Food Coordinator HS | \$19.09 | \$19.64 | \$20.21 | \$20.80 | \$21.40 |
| Maintenance | \$28.44 | \$29.27 | \$30.12 | \$30.99 | \$31.89 |
| Noontime Supervisor | \$16.86 | \$17.34 | \$17.85 | \$18.36 | \$18.90 |
| Nurse Technician | \$19.19 | \$19.75 | \$20.32 | \$20.91 | \$21.52 |
| Paraprofessional | \$18.33 | \$18.86 | \$19.40 | \$19.97 | \$20.55 |
| Secretary | \$20.95 | \$21.56 | \$22.18 | \$22.83 | \$23.49 |

APPENDIX A (continued)

2020-2021 and 2021-2022

| A.3 Hired after July 1, 2010 | 1 YOS | 2 YOS | 3 YOS | 4 YOS | 5 YOS | 6 YOS | 7 YOS | 8 YOS | 9 YOS | 10 YOS |
|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Building Custodian | \$13.20 | \$13.74 | \$14.28 | \$14.83 | \$15.37 | \$15.91 | \$16.45 | \$17.00 | \$17.54 | \$18.08 |
| Cafeteria Personnel | \$10.92 | \$11.37 | \$11.82 | \$12.27 | \$12.72 | \$13.16 | \$13.61 | \$14.06 | \$14.51 | \$14.96 |
| Clerk | \$12.57 | \$13.09 | \$13.60 | \$14.12 | \$14.64 | \$15.15 | \$15.67 | \$16.19 | \$16.70 | \$17.22 |
| Custodian | \$11.42 | \$11.89 | \$12.36 | \$12.83 | \$13.30 | \$13.77 | \$14.24 | \$14.71 | \$15.18 | \$15.65 |
| Food Coordinator ES | \$11.48 | \$11.95 | \$12.42 | \$12.89 | \$13.36 | \$13.83 | \$14.31 | \$14.78 | \$15.25 | \$15.72 |
| Food Coordinator HS | \$11.69 | \$12.18 | \$12.66 | \$13.14 | \$13.62 | \$14.10 | \$14.58 | \$15.06 | \$15.54 | \$16.02 |
| Maintenance | \$17.42 | \$18.13 | \$18.85 | \$19.57 | \$20.28 | \$21.00 | \$21.71 | \$22.43 | \$23.14 | \$23.86 |
| Noontime Supervisor | \$10.33 | \$10.75 | \$11.18 | \$11.60 | \$12.03 | \$12.45 | \$12.88 | \$13.30 | \$13.73 | \$14.15 |
| Nurse Technician | \$11.76 | \$12.24 | \$12.73 | \$13.21 | \$13.69 | \$14.18 | \$14.66 | \$15.14 | \$15.63 | \$16.11 |
| Paraprofessional | \$11.23 | \$11.69 | \$12.15 | \$12.61 | \$13.07 | \$13.53 | \$14.00 | \$14.46 | \$14.92 | \$15.38 |
| Secretary | \$12.83 | \$13.36 | \$13.89 | \$14.42 | \$14.94 | \$15.47 | \$16.00 | \$16.53 | \$17.05 | \$17.58 |

2022-2023, 2023-2024 and 2024-2025

| A.3 Hired after July 1, 2010 | 1 YOS | 2 YOS | 3 YOS | 4 YOS | 5 YOS | 6 YOS | 7 YOS | 8 YOS | 9 YOS | 10 YOS |
|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Building Custodian | \$13.45 | \$13.99 | \$14.53 | \$15.08 | \$15.62 | \$16.16 | \$16.70 | \$17.25 | \$17.79 | \$18.33 |
| Cafeteria Personnel | \$11.17 | \$11.62 | \$12.07 | \$12.52 | \$12.97 | \$13.41 | \$13.86 | \$14.31 | \$14.76 | \$15.21 |
| Clerk | \$12.82 | \$13.34 | \$13.85 | \$14.37 | \$14.89 | \$15.40 | \$15.92 | \$16.44 | \$16.95 | \$17.47 |
| Custodian | \$11.67 | \$12.14 | \$12.61 | \$13.08 | \$13.55 | \$14.02 | \$14.49 | \$14.96 | \$15.43 | \$15.90 |
| Food Coordinator ES | \$11.73 | \$12.20 | \$12.67 | \$13.14 | \$13.61 | \$14.08 | \$14.56 | \$15.03 | \$15.50 | \$15.97 |
| Food Coordinator HS | \$11.94 | \$12.43 | \$12.91 | \$13.39 | \$13.87 | \$14.35 | \$14.83 | \$15.31 | \$15.79 | \$16.27 |
| Maintenance | \$17.67 | \$18.38 | \$19.10 | \$19.82 | \$20.53 | \$21.25 | \$21.96 | \$22.68 | \$23.39 | \$24.11 |
| Noontime Supervisor | \$10.58 | \$11.00 | \$11.43 | \$11.85 | \$12.28 | \$12.70 | \$13.13 | \$13.55 | \$13.98 | \$14.40 |
| Nurse Technician | \$12.01 | \$12.49 | \$12.98 | \$13.46 | \$13.94 | \$14.43 | \$14.91 | \$15.39 | \$15.88 | \$16.36 |
| Paraprofessional | \$11.48 | \$11.94 | \$12.40 | \$12.86 | \$13.32 | \$13.78 | \$14.25 | \$14.71 | \$15.17 | \$15.63 |
| Secretary | \$13.08 | \$13.61 | \$14.14 | \$14.67 | \$15.19 | \$15.72 | \$16.25 | \$16.78 | \$17.30 | \$17.83 |

Shift differential applies to shifts that normally begin at 2:00 pm or later. Eligible employees will receive an additional \$0.20 per hour as shift differential.

ALL OTHER MATTERS:

Any other matters not specifically addressed are recommended to be **withdrawn**. Additionally, as noted above, any tentative agreements mutually made prior to the commencement of fact finding that are not specifically addressed in this Report are recommended to be **included**, as agreed upon, in the new Agreement.

March 2, 2021

Allentown, PA

Respectfully submitted,

Larry Cheskawich, Fact Finder
