

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

BETWEEN

WESTERN BEAVER COUNTY
EDUCATION SUPPORT PERSONNEL,
PSEA/NEA

AND

WESTERN BEAVER COUNTY
SCHOOL DISTRICT

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(FACT-FINDING REPORT
(CASE NO. ACT 88-13-13-W
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HEARING: APRIL 19, 2013
WESTERN BEAVER SCHOOL DISTRICT
ADMINISTRATIVE OFFICES

FACT-FINDER: MARC A. WINTERS

FOR THE DISTRICT
ALFRED L. STEFF,
ESQUIRE

DR. ROBERT POSTUPAC,
SUPERINTENDENT

EXECUTIVE SESSION:

FACT-FINDING REPORT ISSUED:

FOR THE ASSOCIATION
KELLY H. COMPEAU,
PSEA UNI-SERV REPRESENTATIVE

RON BENDER,
LOCAL ASSOCIATION PRESIDENT

APRIL 25, 2013

APRIL 29, 2013

FACT-FINDER'S REPORT AND RECOMMENDATIONS

BACKGROUND & DISCUSSION

Pursuant to Act 88 of 1992 and the Public Employee Relations Act, 195 of 1970, by letter dated March 19, 2013, the PLRB appointed the undersigned to act as a Fact-Finder and to issue a Report in the matter of the Western Beaver County Education Support Personnel and the Western Beaver County School District.

The parties to this Fact-Finding have had an ongoing bargaining relationship. The most recent collective bargaining agreement between the parties, a three (3) year agreement expired on June 30, 2012. The parties have met on numerous occasions, approximately ten (10) times, beginning December 19, 2011, to negotiate a successor agreement. Unable to reach an Agreement, impasse was declared and the parties proceeded to Fact-Finding based on a request by the Association dated March 12, 2013. The request was granted and Fact-Finding so ordered by the Pennsylvania Labor Relations Board on March 19, 2013.

This bargaining unit is comprised of approximately 41 members listed as cafeteria workers, secretaries, paraprofessionals, maintenance and custodial employees.

The school district is located in Beaver County, Pennsylvania.

A Fact-Finding Hearing was conducted on April 19, 2013, in the Western Beaver School District Administrative Offices, at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce evidence in support of their respective positions.

This Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Pennsylvania Labor Relations Act.

To arrive at the following recommendations, this Fact-Finder relied on, among other things, the following criteria:

The testimony given, and the evidence presented at the Fact-Finding Hearing and further clarifications given to questions by this Fact-Finder during the Executive Session held April 25, 2013.

Past collectively bargained agreements.

Comparisons of the unresolved issues relative to the employees in this bargaining unit with those issues related to other school districts and other public and private employees doing comparable work, given consideration to factors peculiar to the area and classifications involved, also known as internal and external parity.

The interest and welfare of the taxpayers, and the ability of the School District to finance and administer the issues proposed.

In writing this report, this Fact-Finder considered comparable data and like issues from the following Beaver County School Districts; Aliquippa, Ambridge, Beaver, Beaver Falls, Blackhawk, Central Valley, Freedom, Hopewell, Midland, New Brighton, Riverside, Rochester and South Side.

Any and all items or proposals not previously agreed upon or specifically addressed within this Report are considered to be withdrawn. Any and all items or proposals agreed to and any tentative agreements made prior to the date of this Report that are not specifically addressed in this Report are recommended to be incorporated into the new Agreement. There have been eight (8) tentative agreements to be incorporated into the new Agreement. Those issues include: Term of the Agreement; Timeline for Filling Vacancies; Vacation Selection Process; Notice for Personal Day; Additional Unpaid Leave; Bereavement Leave; Portfolio Program; and, Custodial/Maintenance Positions.

Except as recommended and/or modified below or mentioned above, the provisions of the predecessor agreement are to be incorporated into the new Agreement without modification.

Where this Fact-Finder recommends changes, it may be sufficient to indicate the change only without quoting the exact language of the parties proposals.

ISSUES

The Association and the School District have identified approximately eight (8) outstanding issues remaining in dispute at the time of the Fact-Finding Hearing.

- Issue 1. Article VIII, Posting of Vacancies, Bidding & Transfers, Section 2.
- Issue 2. Article IX, Probationary Period, Section 7.
- Issue 3. Article XI, Hours of Work and Overtime, Section 13, Secretaries.

- Issue 4. Article XII, Leaves, Section 1, Paid Vacations, B, Eligibility For Vacations.
- Issue 5. Article XIII, Compensation, Section 1 and Exhibit C, Wage Increases.
- Issue 6. Article XIII, Compensation, Section 2, Higher Wage Class.
- Issue 7. Article XIV, Fringe Benefits, Section 1, & 2, Health Care. (Eligibility, Coverage, Costs,)
- Issue 8. Article XVIII, New Positions, Section 2, New Letter D.

FACT-FINDER’S RECOMMENDATIONS

The parties to this Fact-Finding Hearing, during the Executive Session, agreed that this Fact-Finder need only to list the Fact-Finder’s recommendations for the eight issues above, for which the parties will be discussing and voting on, taking into consideration the criteria listed above.

This Fact-Finder can assure the Association and the District that each and every issue, all supportive data and all financials were read, and comparisons were considered with like issues in similarly situated school districts in Beaver County.

This Fact-Finding, the Hearing process and this Fact-Finder’s recommendations all come during difficult times for School Districts and their employees.

School Districts in Pennsylvania have been faced with extremely tough times. The economic climate in Pennsylvania, the Governor’s budget cuts of a year ago, efforts to fund wage and salary increases, higher insurance premiums and the jump in required pension contributions are having a genuine affect on all school districts and their employees. The concerns over wages, benefits, possible layoffs, demotions, contracting out and cutting programs are justifiable issues School District’s, their Boards and their Teacher Unions/Associations have been and still are faced with.

Districts and their employees must share the burden, or the solution so student programs and teacher/support staff jobs are not compromised or lost.

The recommendations that follow are designed to help the School District and the Association further weather through this economic climate while still being as fair as possible to the needs of the support staff, as employees, of the District as well.

These Recommendations will be addressed within the Article and Appendix for which they belong. These Recommendations will take in account the District’s and the Association’s proposals and positions together.

The parties, in a previous tentative agreement, have agreed that the term of the new Collective Bargaining Agreement will be for four (4) years.

Issue 1. Article VIII, Posting of Vacancies, Bidding & Transfers, Section(s) 2, 3, 4 & 5.

The Fact-Finder’s recommendation over the parties discussions concerning the filling of vacancies and job bidding within Sections 2, 3, 4 & 5, is the status quo, or no change.

Issue 2. Article IX, Probationary Period, Section 7.

The Fact-Finder's recommendation, as to the parties discussions, concerning clarifying language for when wages are based when an employee bids or transfers to a new or higher classification is as follows:

The first sentence of Article, IX, Section 7 is revised to read:

Any employee who bids/transfers to a new or higher classification position shall receive the regular rate of pay established for the position **as an employee hired beginning with the 2009-2010 school year** and shall serve in such classification as a temporary appointee pending the completion of a thirty (30) work day probationary period.

(new language is highlighted)

Issue 3. Article XI, Hours of Work and Overtime, Section 13, Secretaries.

The Fact-Finder's recommendation with the respect to the parties discussions over the Secretarial work schedule and work year is that Section 13 will be deleted as all Secretaries will be 12 month employees.

Issue 4. Article XII, Leaves, Section 1, Paid Vacations, B, Eligibility For Vacations.

The Fact-Finder's recommendation with respect to the parties discussions concerning a vacation's eligibility accrual based on years in a full-time position is as follows:

Article XII, Section 1B new paragraph x, will read as follows:

Any employee who bids into and is employed in a full-time position who previously worked in position less than full-time will be eligible for paid vacation based upon the years of service in a full-time position. It is understood that when an employee moves from one classification to another, the years of service in less than full-time employment will not be used to calculate eligible vacation.

(new language is highlighted)

Issue 5. Article XIII, Compensation, Section 1 and Exhibit C, Wage Increases.

The Fact-Finder's recommendation for wage increases for the four (4) year Agreement are as follows:

- Effective Year 1, There will be a wage freeze.
- Effective Year 2, There will be a wage freeze for all light duty custodial employees.
- Effective Year 2, All other employees will receive .35 per hour wage increase.
- Effective Year 3, All employees will receive a .40 per hour wage increase.
- Effective Year 4, All employees will receive a .45 per hour wage increase.

The following wage classifications will be eliminated: Assistant Baker, Light Duty Custodial rate for employees hired prior to 2009-2010, Light Duty Maintenance and wage language related to employees hired in the 2008-2009 school year.

Issue 6. Article XIII, Compensation, Section 2, Higher Wage Class.

The Fact-Finder's recommendation for the parties discussions concerning when compensation is based for movement to a higher wage classification is as follows:

Article XIII, Section 2 will be revised to read as follows:

When an employee who was previously employed in a different classification in the unit has changed to a higher paying job class and has served in that position for six (6) months, the employee will be placed at the step of the rate scale for all employees hired beginning with the 2009-2010 school year based upon the employee's total years experience with the District.

(new language highlighted)

Issue 7. Article XIV, Fringe Benefits, Section 1, & 2, Health Care. (Eligibility, Coverage, Costs)

The Fact-Finder's recommendation, based on the discussions with both parties, will be divided into three (3) areas.

First, Article XIV, Sections 1A, 1B, 1C and 1D will be revised to simply clarify the benefit entitlement that currently exists.

Second, the Health Care Plan and Premium Contribution for Years 1 and 2 will be listed.

Third, the Health Care Plan and Premium Contributions for Years 3 and 4 will be listed.

1. Article XIV. Fringe Benefits

Section 1. Eligibility For Fringe Benefits

A. Full-time employees and dependents shall be entitled to the following fringe benefits:

- i. Hospitalization, Surgical & Major Medical Insurance
- ii. Group Dental Insurance
- iii. Group Vision Insurance
- iv. Group Life Insurance
- v. Income Protection
- vi. Retirement Leave Payment

B. Full-time Cafeteria employees shall be entitled to the following fringe benefits:

- i. Individual Medical Insurance
- ii. Group Life Insurance
- iii. Income Protection
- iv. Retirement Leave Payment

C. Full-time Cafeteria employees and dependents shall be entitled to the following fringe benefits:

- i. Group Dental Insurance
- ii. Group Vision Insurance

D. Part-time employees and dependents shall be entitled to the following fringe benefits:

- i. Group Vision Insurance

- ii. Group Life Insurance
- iii. Income Protection (own expense)
- iv. Retirement Leave Payment

(new language highlighted)

- 2. The Health Care Plan and Premium Contributions for Year 1 and Year 2 of this Agreement will be the current language and the current premium share payments or otherwise the status quo.
- 3. The Health Care Plan for Year 3 of the Collective Bargaining Agreement shall be the current language or as otherwise stated the status quo. The Premium Contributions will remain at 2% of premium, however, the caps will be increased to \$180 for single plan and \$280 for all other plans.

The Health Care Plan for Year 4 of the Collective Bargaining Agreement which will be the 15/16 School Year will be as follows:

If the all Administration employees and all Professional employees convert, for the 15/16 School Year, to a Qualified High Deductible Health Care Plan with a \$1500/\$3000 Deductible and a Health Savings Account (HSA); then this Bargaining Unit will also convert to the same Plan.

The District and Employee contribution will be as follows for the 15/16 School Year:

Individual Plan:	District \$980;	Employee \$220
All Other Plans:	District \$2080;	Employee \$320

The District’s contribution to the HSA is mandatory, the Employee’s is not. Should the employee not contribute to the HSA, the employee’s deductible expense will be higher.

However, should the Professional Employees not convert to a Qualified High Deductible Health Care Plan for the 15/16 School Year, then the Health Care Plan and Premium Contributions for this Bargaining Unit will remain as written below;

Current language or the status quo. The Premium Contributions will remain at 2% of premium, however, the caps will be increased to \$220 for single plan and \$320 for all other plans.

The parties “me too” language, with respect to health care benefits and benefit levels will end with this Agreement.

Additionally and effective Year 4 of the Collective Bargaining Agreement: The spouse of an employee will be eligible to enroll under the District’s health plan as a dependent only if their employer’s health coverage is not through a governmental agency (federal or state), a public or private educational entity, or other industries as determined.

Issue 8. Article XVIII, New Positions, Section 2, New Letter D.

The Fact-Finder’s recommendation to the parties discussions over a new Cafeteria-Utility position is as follows:

The District shall staff a Cafeteria-Utility position as a five (5) hour position whose duties will

include van driver and cafeteria employee. The position shall be paid as a cafeteria worker and shall work as directed by the District. Any employee who holds this position must possess a valid driver's license with no violations in the past three (3) years, must be able to lift at least fifty (50) pounds, and must pass a physical performed by a physician (with any out of pocket expenses related to the physical paid by the District).

(new language highlighted)

Dated: April 29, 2013

Fact-Finder:



Marc A. Winters