

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding (Fact-Finding Report
(and
(Recommendations
(
Between (Bethel Park School District (Case No. ACT 88-13-10-W
(
and (Date of Hearing: April 22, 2013
(
AFSCME District Council 84 (Date of Report: April 29, 2013
(
(

Michelle Miller-Kotula
Fact-Finder

For the District:

Michael L. Brungo, Esq.
Attorney
Maiello Brungo & Maiello
One Churchill Place
3301 McCrady Road
Pittsburgh, PA 15235

For the Union:

Lauren M. Hoye, Esq.
Attorney
Willig, Williams & Davidson
1845 Walnut Street
24th Floor
Philadelphia, PA 19103

Background

By letter dated March 19, 2013, the Pennsylvania Labor Relations Board (PLRB), pursuant to Act 88 of 1992 (Act 88) and the Public Employer Relations Act (PERA), appointed the undersigned as Fact-Finder in the impasse between the Bethel Park School District (hereafter referred to as the "District") and AFSCME District Council 84 (hereafter referred to as the "Union"). The Union represents a unit of approximately 79 bargaining unit bus drivers, mechanics and bus aides, who work for the District, located in Bethel Park, Pennsylvania.

The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the "CBA") which was effective by its terms from July 1, 2005 to June 30, 2011. The parties met approximately 18 times for purposes of negotiating a successor Agreement, reached a number of tentative agreements, but were unable to reach agreement on all issues raised during the course of bargaining. As a result, a Request for Fact-Finding was initiated.

In accordance with the Board's Order, the parties filed written statements of the issues in dispute with the Fact-Finder involving the following:

Cover Page/Term of CBA

Agreement

Article I

Article II

Article IV

Article VI

Article VII

Article VIII

Article IX

Article X

Article XI

Article XII

Article XIII

Article XIV

Preamble

Recognition

Work Schedules

Rest Periods

Holidays & Holiday Pay

Sick Leave

Leaves of Absence

Personal Business / Emergency Leave

Severance Pay

Unemployment Compensation

Wages

Vacations

Article XV
Article XVI
Article XVII
Article XVIII
Article XIX
Article XX
Article XXI
Article XXII
Article XXIII
Article XXIV
Article XXVI
Article XXIX
Article XXXII
Appendix A
Appendix B
Appendix C

Reporting Time
Overtime
Seniority
Discipline & Discharge
Settlement of Disputes
Contracting & Subcontracting of Public Work
General Provisions
Health, Welfare and Pension
Extra Trips
Credit Union
Work Rules
Meal Periods
Workers' Compensation

On April 22, 2013, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Bethel Park, Pennsylvania. During the hearing, both parties were afforded a full opportunity to present testimony, examine and cross examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

Executive Session discussions were held on March 28, April 22, April 25, and April 26, 2013. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues. The parties informed the Fact-Finder of tentative agreements that were reached.

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

The reliable and credible testimony provided, the evidence presented at the Fact-Finding Hearing and further clarifications given to questions of this Fact-Finder during Executive Session discussions.

The expired collective bargaining agreement.

Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.

The interest, welfare of taxpayers, and the ability of the District to finance and administer the issues 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 CBA created through this process.

ISSUES IN DISPUTE AND RECOMMENDATIONS

Cover Page / Term of CBA

Union Position:

The Union proposes to change the term of the CBA from July 1, 2011 to June 30, 2017.

The Union contends the contract history and the historically lengthy negotiations between the parties, including the negotiations of this CBA, support the Union's proposal that the CBA be for a six (6) year term. The Union submits other CBAs within the District have similar terms.

District Position:

The District proposes for the CBA to be effective on July 1, 2011 and remain in full force and effect through and including June 30, 2016.

Recommendation:

This Fact-Finder recognizes the parties have been working status quo since the expiration of the CBA occurred on June 30, 2011. A four (4) year term for the new CBA, effective July 1, 2011 through June 30, 2015, is recommended due to the overall financial climate. Thus, the recommendations contained in this report are premised on a four (4) year CBA.

Agreement

Union Position:

The Union proposes to change the term of the CBA from July 1, 2011 to June 30, 2017.

The Union contends the contract history and the historically lengthy negotiations between the parties, including the negotiations of this CBA, support the Union's proposal that the CBA be for a six (6) year term. The Union submits other CBAs within the District have similar terms.

District Position:

The District proposes for the CBA to be effective on July 1, 2011 and remain in full force and effect through and including June 30, 2016.

Recommendation:

This Fact-Finder recognizes the parties have been working status quo since the expiration of the CBA occurred on June 30, 2011. A four (4) year term for the new CBA, effective July 1, 2011 through June 30, 2015, is recommended due to the overall financial climate. Thus, the recommendations contained in this report are premised on a four (4) year CBA.

Article I - Preamble

Union Position:

The Union contends the current language should be retained.

The Union points out its Fiscal Policy Analyst presented statistics to support its position. The Union opposes the District's subcontracting of bargaining unit work. The Union argues it has a long history of representing these drivers, aides and mechanics. The Union submits the subcontracting of this work would cause the terms of employment of the bargaining unit employees to deteriorate. The Union states the current language in the Preamble has been part of the CBA between the parties for many years, and the District has not proposed changing it until now.

District Position:

The District proposes to add language to acknowledge this CBA is the product of negotiations which took into consideration a proposal received from First Student in response to a Request for Proposals (RFP) legally and appropriately created seeking provision of transportation services by independent contractors. The Parties further acknowledge this CBA is the result of the Union accepting terms and conditions contained herein in order to avoid impasse and the contracting of said transportation services to First Student. As such, the Parties agree in the event ten (10%) percent or more of the current employees resign from employment during the life of this CBA, the District has the right to declare this CBA null and void and immediately contract transportation services with an independent transportation service provider.

Recommendation:

This Fact-Finder recommends no change to this Article of the CBA.

Article II - Recognition

Union Position:

The Union proposes to retain the current language.

The Union states under the District's combined proposals, members would effectively be denied health care coverage because they would be limited to fewer than thirty (30) hours per week and therefore would not be considered "full time." The Union points out currently many bargaining unit employees are regularly scheduled 30 (thirty) or more hours per week, with some scheduled for forty (40) hours per week. Under the District's proposal, those members would face a serious pay cut by virtue of their hours being slashed. The Union further argues under the District's combined proposal, the District would be permitted to subcontract various runs if those runs would result in a member working more than twenty-nine (29) hours per week. Thus, as a practical matter, no one could be considered "full-time" and be eligible for corresponding health insurance coverage without the District having the contractual right to subcontract certain runs.

District Position:

The District proposes to add language to define full time employee for the purposes of the CBA as any employee who is regularly scheduled to work thirty (30) or more hours per work week. Any employee who is regularly scheduled to work less than thirty (30) hours per work week shall be considered part time for all purposes including but not limited to receipt of health care insurance benefits.

Recommendation:

It is this Fact-Finder's recommendation to define full time employment for as those who are regularly scheduled to work thirty (30) or more hours per work week. This definition is necessary for the parties to deal with the future implementation of the Affordable Care Act.

Article V – Work Schedules

Union Position:

The Union proposes to retain the current language.

It is the position of the Union the work schedules provision of the CBA has been largely the same for many years and the parties have operated under this provision without major problems. It has been successfully tweaked by the parties through negotiations to address any issues. The District has offered no basis for removing large portions of this section, and the Union sees no need to do so.

District Position:

The District proposes to eliminate payment of overtime over eight hours per day. The District also requests to remove language that the time of the start of a shift shall identify the day worked. The District also states the language should be eliminated “when in the opinion of the Administration it is necessary to have personnel on duty at any time because of special school or community activities, the employees so assigned shall be paid at one and one half (1 ½), or the appropriate rate, whichever is applicable for such time spent in this assignment. Assignment shall be on the basis of seniority on a rotating basis.” The District proposes to remove Section 7 and Section 8. The District contends Section 10 should be removed about the lunch period being one hour and also remove the language about the afternoon and evening shifts working eight (8) hours inclusive of lunch. The District submits the Section 11 language be changed to a “mechanic” driving a full route, morning or afternoon, such time should be compensated at the “prevailing hourly rate.”

The District contends for the Work Schedules –Bus Drivers / Bus Aides section the following:

Section 1

A. Work Schedule

1. add “Employees shall not be scheduled to work more than 29 hours per week except as may be authorized by the District, notwithstanding any bidding requirement to the contrary.”
2. Delete language
3. Delete certain language and add: “Time and one-half will be paid all employees for hours worked in excess of forty (40) compensable hours per week.”
4. Delete language

Recommendation:

It is this Fact-Finder’s recommendation to accept the District’s proposal to eliminate the payment of overtime over eight hours per day. The District is required to comply with the laws mandating the payment of overtime, which would apply to the employees covered by the CBA.

Article VI – Rest Periods

Union Position:

It is the Union’s position to retain the current CBA language.

The Union asserts the District has provided no basis for removing the rest periods provision from the CBA, and the Union sees no need to do so. The rest periods provision helps ensure the safety of drivers, aides, and students by allowing drivers a break in between working two (2) consecutive shifts.

District Position:

The District proposes to remove Section 1.A “Employees who for any reason work beyond their regular quitting time shall receive a fifteen (15) minute rest period before they start to work on such next run/work shift. In addition, they shall be granted rest periods each two (2) hours thereafter.”

Recommendation:

The Fact-Finder has reviewed the positions of the parties and it is the recommendation to retain the current rest period language.

Article VII – Holidays and Holiday Pay

Union Position:

The Union contends the language should remain the same.

The Union submits the Federation Secretaries CBA and the Custodial/Maintenance CBA contain holidays that were not removed. The Union states this language in the CBA has been largely the same for many years and has worked for the parties throughout those years. The Union contends the District has proposed no basis for changing this language, and the Union sees no need to do so.

District Position:

It is the proposal of the District to remove the following as paid holidays in Section 1 A. (The day before New Year’s Day, Good Friday, Easter Monday, Veterans Day (If school is in session, another day will be granted and such day will be mutually agreed to by the employer and the Union), all Day after Thanksgiving, and all Day before Christmas day.)

Remove language in Section 1.B “If an employee works on Good Friday or Easter Monday, the employee shall be compensated at one and one half times the employee’s regular hourly rate of pay for all hours worked on said holiday. The employee shall also receive paid time off for all hours worked on these holidays up to a full shift.”

Remove language in Section 1.C “However, if Good Friday or Easter Monday is on the regular school calendar as regular scheduled school days, when classes are in session, then these days shall not be considered as paid holidays.”

Section 3.A. remove “plus regular day’s pay”

Section 5.A. remove “Holidays are to be considered as days worked in the computation of overtime.

Section 6. B. 1 Holidays and Holiday Pay – Bus Drivers / Bus Aides – remove “double” and “Good Friday”

Recommendation:

It is recommended that the holidays for the employees hired prior to the implementation date of this CBA should remain the same. New employees hired after the implementation date would not receive the following as paid holidays: Day before New Year’s Day and the Day after Thanksgiving.

Article VIII – Sick Leave

Union Position:

The Union proposes to retain the current language.

It is the position of the Union the District regularly provides sick leave to its employees, as evidenced by the Custodial/Maintenance CBA, the Paraprofessionals/Aides CBA, the Federation Secretaries CBA and the Teachers CBA. The Union argues the retention of sick leave benefits for members protects their health and safety, as well as students by preventing ill employees from coming to work when sick due to lack of available sick leave. The Union points out the Sick Leave language has been largely the same for many years and has worked for the parties throughout those years. The District has proposed no basis for removing this language, and the Union sees no need to do so.

District Position:

It is the District’s proposal to remove the Sick Leave language from the CBA.

Recommendation:

It is this Fact-Finder’s recommendation that a joint labor/management committee be established, no later than July 1, 2013 to study whether or not it would be feasible for the parties to develop a Paid Time Off (PTO) system to deal with vacations, sick leave, leaves of absences, etc. This committee must reach conclusion on this matter no later than the expiration date of this CBA in order for the PTO system to be considered for the next CBA if it is deemed to be feasible.

Article IX – Leaves of Absence

Union Position:

The Union takes the position the current CBA language be retained.

The Union submits the current leave of absence provisions of the CBA pertaining to bereavement and court leave are comparable to those corresponding provisions in other CBAs with District employees. As for the District’s proposals to remove other leave of absence provisions from the CBA, the District has provided no basis of doing so, and the Union sees no need to do so. The Union contends by agreeing to language regarding “(a)ny unapproved leave of absence not described herein below, may result in a disciplinary action.” The parties have addressed any abuse of leave time issues raised by the District.

District Position:

The District proposes to add language in Section 1. “Any unapproved leave of absence not described herein below, may result in a disciplinary action.”

The following proposals are suggested for Section 2.B. after removal of language:

1. Whenever an employee covered by this Agreement is absent from duty because of death in the immediate family of said employee, the employee shall be entitled to four (4) calendar work days off without pay. Members of the immediate family shall be defined as:

2. Whenever an employee is absent because of the death of a near relative, the employee shall be entitled to absence without pay on the first day of the funeral. A near relative shall be defined as:

C. Jury duty – 1. Add language “and provides proof”

Remove sections 2, 3 and 4

Section 3 – Unpaid leaves. – Remove section regarding days off without pay.

Section 5 – Child Rearing / Adoptive Parent Leave – Remove sentence in F “Sick leave days and personal leave days shall not accrue while the individual is on child rearing or adoptive leave; however,”

Recommendation:

It is this Fact-Finder’s recommendation that a joint labor/management committee be established, no later than July 1, 2013 to study whether or not it would be feasible for the parties to develop a Paid Time Off (PTO) system to deal with vacations, sick leave, leaves of absences, etc. This committee must reach conclusion on this matter no later than the expiration date of this CBA in order for the PTO system to be considered for the next CBA if it is deemed to be feasible.

Article X – Personal Business / Emergency Leave

Union Position:

The Union proposes to retain the current language.

The Union takes the position the District regularly provides personal business and/or emergency leave to its employees, as evidenced by the Custodial/Maintenance CBA, the Paraprofessionals/Aides CBA, the Federation Secretaries CBA, and the Teachers CBA. The District has provided no basis of removing this entire language from the CBA, and the Union sees no need to do so. The Union argues this language of the CBA has been largely the same for many years and the parties have operated under this provision without major problems. It has been successfully tweaked by the parties through negotiations to address any issues. The District has offered no basis for removing large provisions of this section, and the Union sees no need to do so.

District Position:

The District proposes to remove the entire Article.

Recommendation:

It is this Fact-Finder’s recommendation that a joint labor/management committee be established, no later than July 1, 2013 to study whether or not it would be feasible for the parties to develop a Paid Time Off (PTO) system to deal with vacations, sick leave, leaves of absences, etc. This committee must reach conclusion on this matter no later than the expiration date of this CBA in order for the PTO system to be considered for the next CBA if it is deemed to be feasible.

Article XI – Severance Pay

Union Position:

The Union submits the current language should be retained.

The Union points the Fact-Finder to review the Custodial/Maintenance CBA and the Secretaries CBA. The Union contends the District has provided no basis for removing the entire Severance Pay provision from the CBA, and the Union sees no need to do so. The Union argues this language has been largely the same for many years and the parties have operated under this provision without major problems. It has been successfully tweaked by the parties through negotiations to address any issues. The District has offered no basis for removing large portions of this section, and the Union sees no need to do so.

District Position:

It is the District’s proposal to remove the entire Article.

Recommendation:

It is recommended to retain this language for current employees. However, it is recommended that this Article not be applicable to employees hired after the implementation date of this CBA.

Article XII – Unemployment Compensation

Union Position:

The Union proposes to retain the current language.

It is the Union’s argument the District has provided no basis for removing this entire provision from the CBA, and the Union sees no need to do so.

District Position:

The District proposes to remove the entire Article.

Recommendation:

This Fact-Finder recommends removing this entire Article from the CBA. The District is bound to follow the applicable laws and regulations regarding Unemployment Compensation.

Article XIII – Wages

Union Position:

The Union contends the employees shall be compensated in accordance with the schedule attached to this CBA and marked Appendix A, B and C. The attached wage schedules shall be considered a part of this CBA.

The Union argues the presentation provided by its Fiscal Policy Analyst support such wage increases. The Union is proposing zero increases for the first three years of the CBA, with modest increases for the second three years as a tradeoff for the health insurance language proposed at Article XXII. The Union offered to take zeros and modest increases to help accommodate the budgetary issues complained of by the District at the bargaining table.

District Position:

The District proposes to remove Section 1. A. Wage Schedules 2 & 3

It is the District’s contention to remove the language from Section 2 – Bus Drivers / Bus Aides, A. Pay Period 1. (a) and replace with “Pay periods shall be as follows: the first of the month through the fifteenth (15th) of that month; the sixteenth (16th) of the month through the end of that month.”

Remove A.1.(b)

Change language in A.1 (c) to read “Voluntary deductions for hospitalization, dental care and credit union shall be made in equal installments over a ten (10) month period.

Delete A.1. (d)

The District contends many factors went into consideration regarding its position on salaries, including its economic situation, permanent economic realities of Pennsylvania Public School Districts, Act 1, State subsidy decreases, and PSERS increases.

Recommendation:

After review and consideration of the record, this Fact-Finder recommends the wage scales set forth in Appendix A, Appendix B, and Appendix C which are attached to this report. These recommendations are made in consideration of providing the District some relief while avoiding the District from taking other alternatives than retaining this CBA with the Union. The wages scales provide a wage freeze for the first three years of the CBA and a 1.5% increase in the final year.

Article XIV - Vacations

Union Position:

The Union proposes to retain the current language pertaining to vacations.

The Union asserts the District provides vacation days to its other unionized employees on a prorated basis according to seniority, with the number of vacation days per year ranging from one (1) to four (4) weeks. The Union contends awarding vacation on a pro-rated basis rewards those long-tenured employees who have spent their careers serving the District, and have demonstrated their loyalty to the District through their years of service. The Vacation language of the CBA has been largely the same for many years and the parties

have operated under this provision without major problems. The District has offered no basis for changing this section, and the Union sees no need to do so.

District Position:

The District proposes to change the Vacation article to Paid Time Off and delete the entire Article. New Section 1 Mechanics/Servicemen language should read “Employees shall receive ten (10) days of Paid Time Off (PTO) per year. The PTO days shall not be subject to accumulation, and any PTO days not utilized will be forfeited at the conclusion of the work year.”

Recommendation:

It is this Fact-Finder’s recommendation that a joint labor/management committee be established, no later than July 1, 2013 to study whether or not it would be feasible for the parties to develop a Paid Time Off (PTO) system to deal with vacations, sick leave, leaves of absences, etc. This committee must reach conclusion on this matter no later than the expiration date of this CBA in order for the PTO system to be considered for the next CBA if it is deemed to be feasible.

Article XV – Reporting Time

Union Position:

The Union contends the current language should be retained.

The Union wants to keep the two (2) hour guarantee for members. The Union objects to the use of media announcements to serve as notification being made. The calling system ensures that members receive critical information regarding delays and/or cancellations.

District Position:

The District proposes to delete Section 1 A.1 and A. 2 and replace with new language:

1. When any employee reports for and starts to work as scheduled, and is excused from duty before completing two (2) hours of work, the employee shall be paid at his/her regular rate, for two (2) hours. If overtime occurs, it will only be paid for hours worked.

2. At times there will be situations that will cause a delay to the start of school or result in cancellation of school. The Employer provides notification to the employee via the automated computerized calling system, by announcements posted on various TV channels, posting on the District’s website and the schools information line.

a. Notification will be deemed as being made to the employee at the time the automated system is activated or announcement has been posted on Media, whichever occurs first. Any driver/bus aide whose scheduled start time is less than thirty (30) minutes from the time automated system is activated or Media Notification is given and presents himself/herself for work as scheduled shall be assigned to at least two (2) hours work.

Section 1.A.3 Remove “at the appropriate rate, straight time or overtime whichever is applicable”

Section 1.A.4 Remove “work at the appropriate rate straight time or overtime whichever is applicable.” Add “If overtime occurs, it will only be paid for hours worked.”

Remove Section 2

Recommendation:

This Fact-Finder recommends no change occur to this Article.

Article XVI - Overtime

Union Position:

The Union proposes to retain the current language.

The Union points out the Fact-Finder should review the CBAs for Custodial/Maintenance, the Federation Secretaries, and the Paraprofessionals/Aides.

It is the position of the Union the District has provided no basis for removing the entire Overtime provision from the CBA and the Union sees no need to do so. The overtime language has always been part of the CBA and has not been a problem for the parties.

District Position:

The District proposes to delete the entire Article.

Recommendation:

It is this Fact-Finder’s recommendation to accept the District proposal to eliminate the payment of overtime over eight hours per day. The District must comply with the laws mandating the payment of overtime, which would apply to the employees covered by the CBA. The remainder of the language in the article is recommended to be retained.

Article XVII – Seniority

Union Position:

The Union proposes to retain the current language.

The Union states runs and how runs bids are must be based on seniority, rather than the discretion of the District. Under the District’s language, it would have authority to dictate how runs are bid. The Union contends many drivers in the District have had the same runs for many years. They know the students, parents, families, and communities that they serve. With respect to the District’s proposal that provisions of this section be removed, the District has presented no basis for such removals, and the Union sees no reason for removing this language.

District Position:

The District proposes to delete language in Seniority – Bus Drivers / Bus Aides, Section 1.3 “While the runs will be selected by overall seniority from one list, the Employer shall monitor the list of remaining runs as the runs are bid and when there is an equal number of drivers without air brake endorsements who have not bid and remaining runs that do not require the air brake endorsement, the Employer shall remove those remaining runs from the list of runs and offer them to the remaining drivers without air brake endorsements by their order of seniority. Provided that the Employer follows this procedure, no grievance shall be submitted regarding the award of runs pursuant to this section.”

Add to Section 1.4 “A separate seniority list will be maintained for drivers and a separate seniority list will be maintained for bus aides. In the event that a driver decides to move from being a driver to being a bus aide that driver will go to the bottom of the bus aide seniority list at the new hire rate of pay. If a bus aide becomes qualified to be a bus driver and wants to be a driver that individual will be placed at the bottom of the driver seniority list at the new hire bus driver rate. A bus aide who has driver qualifications will not move to the driver seniority list ahead of a substitute driver to fill a vacant permanent bus route based upon date of hire.”

Section 2 A. Work Force Changes add “Employees shall not be permitted to bid on any run that would result in the employee being scheduled in excess of twenty-nine (29) hours per week without prior authorization from management. If the Employer cannot fill runs without exceeding the 29 hour limit, the Employer retains the right to either utilize substitute drivers or subcontract the affected runs.”

Delete Section 2 A. 1

Section 2 A. 2 change from ten to five working days

Delete Section 2.A.4

Section 2 A. 3 change from six to 17 weeks

Section 2.A.6 delete in paragraph 2 “This involves 66 passenger buses.”

Delete 3rd paragraph

Add at the end of the 4th paragraph “The above procedure will apply with the exception of runs in which the driver/aide who has bid and been removed due to disruptive or harmful situation under Article XCII, Section D.1, regarding drivers/aides, in which case they will be skipped and the next most senior driver/aide may bid. All bids will be final. In the event that a route should change after the bid process there will be no returning back to the driver’s original bid route. Only in a temporary route opening will driver /aides return to their original route once the reason for the temporary route opening no longer exists.”

Section 2.A.8 change language to read “a total run”

Section 3 – Regular Driver Substitute Seniority Lists

C. Add “If a driver declines a kindergarten run five (5) consecutive times, he or she will be removed from the list.” Remove “All runs, Kindergarten and Activity runs will be offered at the same time to each driver.” Remove * “If a driver does not answer when called on the radio, an attempt must be made to reach them at home or on their cell phone on record with Management. Every effort must be made not to pass over drivers. Only if the trip or run needs to be covered immediately may the driver be passed over.”

D. Remove “As substitute drivers are not covered under this contract, Management may only use them in an emergency, or when no full time drivers want the run.”

Recommendation:

This Fact-Finder recommends to retain the current language contained in this Article.

Article XVIII – Discipline & Discharge

Union Position:

It is the Union’s position the current language should remain.

The Union submits the District is subject to arbitration of grievances involving matters of contract interpretation and discipline pursuant to its CBAs with other unions. The Union contends arbitration of grievances whether they are disciplinary in nature or contractual, is an integral part of the Union’s ability to advocate for its members in the event of unjust treatment. Arbitration of grievances provides for final resolution of contract interpretation matters, which benefits both parties. The parties go to arbitration very rarely, thus the costs of arbitration both in terms of fees and potential backpay liability are extremely minimal. The Union notes arbitration encourages amicable resolution of grievances.

District Position:

Proposes to add “Section A.3. “Only matters of discharge will be subject to Arbitration.”

The District proposes to remove Section 2.A.3. and proposes to add new Section 3 “Use of Video and Surveillance Cameras and Equipment”

Recommendation:

The Fact-Finder has reviewed the positions of the parties related to this Article and it is the recommendation to retain the current language.

Article XIX – Settlement of Disputes

Union Position:

The Union proposes to retain the current language.

The Union submits the District is subject to arbitration of grievances involving matters of contract interpretation and discipline pursuant to its CBAs with other unions. The Union contends arbitration of grievances whether they are disciplinary in nature or contractual, is an integral part of the Union’s ability to advocate for its members in the event of unjust treatment. Arbitration of grievances provides for final resolution of contract interpretation matters, which benefits both parties. The parties go to arbitration very rarely, thus the costs of arbitration both in terms of fees and potential back pay liability are extremely minimal. The Union notes arbitration encourages amicable resolution of grievances.

District Position:

The District proposes to add phrase in Step IV “involves a matter other than discipline which is less than discharge, and”

Recommendation:

The Fact-Finder finds it appropriate to retain this Article.

Article XX – Contracting & Subcontracting of Public Work

Union Position:

It is the Union’s proposal to retain the current language.

The Union points out the facts presented by its Fiscal Analyst support its position. The Union objects to the subcontracting of bargaining unit work. Further, under the terms of the District’s combined proposals, no employee would be “full-time” for purposes of health insurance coverage without the District having the right to subcontract bargaining unit work. The District’s proposal asks the Union and its members to decide between subcontracting and the health insurance coverage.

District Position:

The District proposes to add in Section 1 “the Employer reserves the right to subcontract the following runs: athletic events, field trips and any bus run that would result in any employee working in excess of twenty-nine (29) hours per week.” Remove “the Employer shall not contract out or subcontract out any public work performed by employees covered by this Agreement without first entering into discussion concerning the details with the Bargaining Unit Staff Representative.”

Recommendation:

This Fact-Finder is recommending no change to this Article.

Article XXI – General Provisions

Union Position:

The Union proposes to retain the current language.

The Union suggests for the Fact-Finder to review the Teachers CBA regarding providing for service increments. The Union contends the removal of proctors from the buses jeopardizes student and driver safety. The proctors serve a necessary function of assisting with maintaining order during routes, which allows drivers to focus on delivering students safely to home and school. The Union asserts the supervision of special needs kids is especially important. The Union submits service increments are a very light financial burden for the District, but go a long way toward building a positive relationship between the District and the Union’s members, as they reflect the District’s appreciation for those members who have dedicated their careers to serving the District. The Union objects to the removal of language that prohibits supervisors from performing the work of drivers, as it is inappropriate for supervisors to perform bargaining unit work.

District Position:

The District proposes to remove Section 5 Bus Drivers. 1

It is also the proposal of the District to remove Section 7 and Section 8.

Recommendation:

Upon carefully considering the positions of the parties, this Fact-Finder recommends retaining the language of this Article.

Article XXII – Health, Welfare & Pension

Union Position:

The Union proposes for the Drivers and Bus Aides zero increase in health care payment for the first year, zero increase in health care payment for the second year, zero increase in health care payment for the third year. Employees will be responsible for 1.0% of their base pay income excluding overtime for the fourth year. Employees will be responsible for 1.0% of their base pay income excluding overtime for the fifth year. Employees will be responsible for 1.5% of their base pay income excluding overtime for the sixth year.

For the Mechanics/Servicemen, the Union proposes zero increase in health care payment for the first year, zero increase in health care payment for the second year, zero increase in health care payment for the third year. Employees will be responsible for 1.25% of their base pay income excluding overtime for the fourth year. Employees will be responsible for 1.5% of their base pay income excluding overtime for the fifth year. Employees will be responsible for 2.0% of their base pay income excluding overtime for the sixth year.

The Union contends the presentation by its Fiscal Analyst supports its position. The Union suggests for the Fact-Finder to review the other CBAs in the District. The Union states it has proposed zero increases in wages during the first three (3) years of the contract and only modest increases in the second three (3) years as a tradeoff for the language proposed for health insurance, which would involve zero increases in health care payments for the first three years of the contract, with modest increases for the second three (3) years of the CBA.

District Position:

The District proposes for purposes of this Article, full time employee shall be defined as set forth in Article II.

The District proposes to remove Section 2.

A. Group Hospital – Medical Insurance – change language to read: “Employer shall make available Employee Only Group Insurance that provides hospital, surgical, medical and major medical expense benefits by carrier of the employer’s chose to all full time employees.”

Delete paragraph related to the insurance consortium.

Delete language to upgrade from an HMO to PPO plan.

Add: Section 3 – A. 1. (b) “Drivers / Aides enrolled in Health Care Insurance under this collective bargaining agreement shall pay a \$1500.00 annual premium contribution.”

(c) change language to read: “The employee’s annual premium contribution will be paid over a period of ten (10) months by payroll deduction.”

Delete (d)

Delete Section 4 Dental/Vision Care

Delete Life Insurance

Delete Section 2 A. Personal Property Insurance, 1 & 2 under Mechanics / Servicemen

Delete Section 3 – Medical and Hospital first paragraph to A.

Change language in B to read : “All Mechanics/Servicemen enrolled in Health Care Insurance under this collective bargaining agreement shall pay a monthly contribution of fifteen (15%) percent of the monthly premium.”

C. Change language to read: “All premium payments by the Mechanics/Servicemen will be deducted from each paycheck.”

Delete Section 4 – Dental Care

Delete Section 5 – Vision Care

Delete Section 6 – Life Insurance

Delete Section 7 – Uniform Allowance

Recommendation:

Upon careful consideration of the parties, it is this Fact-Finder’s recommendation that all employees should be required to contribute toward the cost of health insurance coverage, effective July 1, 2013. For the years 2011-2012, and 2012-2013, there shall be a 0% increase in the health care contribution rate. The bus drivers and bus aides are required to contribute 1% of their base salary toward the cost of health insurance commencing July 1, 2013 and 1.5% of their base salary effective July 1, 2014 for the remainder of the CBA. The mechanics are required to contribute 1.525% of their base salary commencing on July 1, 2013 for individual coverage and 1.95% of base salary for all other coverages. Effective July 1, 2014 the mechanics are required to contribute 2.025% of their base salary for individual coverage and 2.45% of base salary for all other coverages.

The employees should be eligible for the Employer paid coverage for individual only and would be able to purchase additional coverage for up to family coverage. The Union should be offered the same health insurance as the majority of the District’s bargaining unit employees. New mechanics hired after the implementation of this CBA would be eligible for individual coverage only and would be able to purchase additional coverage the same as the bus drivers and bus aides. The premium contributions are to be set up according to the District’s payroll system.

Article XXIII – Extra Trips

Union Position:

The Union proposes to retain the current CBA language.

The Union notes this language has been in the CBA for many years and has not posed problems for the parties.

District Position:

The District Proposes to make changes to this article.

Add: Employees shall not be permitted to bid on any extra trip(s) that would result in the employee being scheduled to work in excess of twenty-nine (29) hours per week without prior authorization from management. If the Employer cannot fill runs without exceeding the 29 hour limit, the Employer retains the right to either utilize substitute drivers or subcontract the affected runs.”

Section 1 – A. 1. Change language to read “Extra trips are defined as those trips operated outside the normal transportation day. The normal transportation day shall be between the hours of 5:45 a.m. and 4:45 p.m. on days that school is scheduled to be in session.”

2. change to read “Extra trips, to include all trips, Monday trip picks, Posted Trips, 24 hour trips, athletic trips, Field trips and Summer trips.”

3. change to read: “With the cancellation of any trip, if a driver chooses to take a cancellation of a trip not the 2-hour guarantee, the driver will be afforded the opportunity to hold a replacement pick for the next 3 Monday Trip Picks, with the exception of Summer Trip cancellations. When a Summer Trip is cancelled, the driver can immediately select another trip format from the list of available trips. If a Summer Trip is cancelled and the only trips available are after the start of school, then the driver will be able to hold a replacement pick for the next 3 Monday Trip Picks.”

4. add “had another individual pick for them who picked a trip conflicting with another trip” and add “Can’t take trips are picked after all cancellation trips are picked”

6. Add: “Turn Back of Trips – An employee will be allowed to turn a trip back in for a coverage off the rotation list if the time of departure and/or the ending time of the trip exceeds one (1) hour. An individual may turn back a trip for coverage up to a maximum of five (5) times. Once the individual has turned back five (5) trips in a one school fiscal year he or she will no longer be able to accept trips.”

Section 2 – Extra Trips are bid through the following process:

A. Posting 1. Monday Trip Picks change ten to five (5), change Monday to Thursday.

3. Add: “Trips are generally posted for 24 hours. If more than one trip is posted on the posted board then all posted trips will come down at the time of the first posted trip in order to award all trips.”

4. 24-Hour Trips: Add “Dispatch will wait ten (10) minutes for a return call unless the trip has to be filled immediately.”

5. Summer Trips: Add “Dispatch will wait ten (10) minutes for a return call unless the trip has to be filled immediately.”

6. Delete

Section 5 – delete

Section 6 – delete

Section 7 – change to “all layover time, as a part of an extra trip will be reduced by \$2.00 per hour. Transportation Management shall determine trips that will be split and the number of trips that are necessary.”

Section 8 – delete

Recommendation:

It is this Fact-Finder’s recommendation that no changes should occur to the language of this Article. However, it is recommended that the District submit a plan to the Union of suggested changes to this Article to save costs. The plan should be provided to the Union by July 1, 2013 and reviewed jointly by the parties no later than July 1, 2014 to consider viable cost saving measures for the subsequent CBA between the parties.

Article XXIV – Credit Union

Union Position:

The Union requests to maintain the current language.

It is the position of the Union the District has presented no basis for completely removing the credit union provision from the CBA, and the Union sees no need to do so. The Union points out substantively identical language appears in CBAs between the District and other bargaining units, including the Custodial / Maintenance employees, the Paraprofessionals / Aides and the Teachers.

District Position:

The District proposes to delete this language.

Recommendation:

It is this Fact-Finder’s recommendation to retain the language pertaining to the Credit Union.

Article XXVI – Work Rules

Union Position:

The Union proposes to maintain the current language.

The Union contends the District has provided no basis for changing the posting time from ten (10) to three (3) days, and the Union sees no need to do so. The Union submits the current language ensures an adequate period of time for all members to see the posted work rule change and minimizes the likelihood of confusion regarding the timing of the application of the new work rule.

District Position:

The District proposes to change language in A. Work Rules Bus Drivers/Aides B(1) from ten to three consecutive work days.

The District proposes to change language in Mechanics/ Servicemen, A. Work rules 2 Revisions (A) from ten to three consecutive work days

Recommendation:

This Fact-Finder has reviewed the proposals of the parties and recommends to change the time requirement from ten to five consecutive work days for the Bus Drivers / Aides and Mechanics / Servicemen.

Article XXIX – Meal Periods

Union Position:

It is the proposal of the Union to keep the current language.

The Union argues the District has provided no basis for removing the meal period provision from the CBA, and the Union sees no need to do so. To the extent the District has specific issues with respect to the submission of receipts, the Union states those issues are not resolved by the wholesale removal of this section.

District Position:

The District proposes to delete this Article

Recommendation:

This Fact-Finder recommends that this article should not be deleted. However, the Fact-Finder recommends for the District to advise the bargaining unit employees of the procedure to obtain reimbursement of applicable expenses.

Article XXXII – Workers' Compensation

Union Position:

The Union proposes to maintain the current language.

The Union points out the District has provided no basis for removing the Workers' Compensation provision from the CBA, and the Union sees no need to do so. The District's current CBAs with other units representing District employees provide substantively comparable Workers' Compensation provisions, including the Custodial/ Maintenance, the Paraprofessionals/Aides, the Federation Secretaries and the Teachers.

District Position:

The District proposes to delete this Article.

Recommendation:

The Fact-Finder recommends the retention of this Article, however, the District must be in compliance with the laws pertaining to Workers Compensation.

Appendix A

Union Position:

The Union proposes the following schedule:

**Wage Schedule
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2017**

		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Lead Mechanic	PRE-1997	26.15	26.15	26.15	26.54	27.07	27.75
	POST-1997	20.26	20.26	20.26	20.56	20.97	21.49
Mechanic	Probationary	17.32	17.32	17.32	17.58	17.93	18.38
	Pre-1997	24.69	24.69	24.69	25.06	25.56	26.20
	Post-1997	19.24	19.24	19.24	19.53	19.92	20.42

District Position:

The District proposes the following for Mechanics / Lead Mechanics:

MECHANICS

Level	Current Agreement 2010-2011	0 2011-2012	0 2012-2013	0 2013-2014	0.1 2014-2015	0.1 2015-2016
1	17.32	17.32	17.32	15.59	15.69	15.79
2	19.24	19.24	19.24	15.39	15.49	15.59
3	24.69	24.69	24.69	19.75	19.85	19.95

LEAD MECHANICS

Level	Current Agreement 2010-2011	0 2011-2012	0 2012-2013	0 2013-2014	0.1 2014-2015	0.1 2015-2016
1	20.26	20.26	20.26	20.26	20.36	20.46
2	26.15	26.15	26.15	20.92	21.02	21.12

Recommendation:

I have carefully considered the proposals of the Union and the District regarding the salary of the Mechanics and Lead Mechanics. In my considered opinion, the proposal presented below is reasonable and fair, based on the entire package that has been recommended by this Fact-Finder.

MECHANICS

Level	Current Agreement	2011-2012 0%	2012-2013 0%	2013-2014 0%	2014-2015 1.5%
1	17.32	17.32	17.32	17.32	17.58
2	19.24	19.24	19.24	19.24	19.53
3	24.69	24.69	24.69	24.69	25.06

LEAD MECHANICS

Level	Current Agreement	2011-2012 0%	2012-2013 0%	2013-2014 0%	2014-2015 1.5%
1	20.26	20.26	20.26	20.26	20.56
2	26.15	26.15	26.15	26.15	26.54

Appendix B

Union Position:

The Union proposes the following wage schedule, effective July 1, 2011 through June 30, 2017:

New Hires		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
(Both Full and Mini-Bus)		12.90	12.90	12.90	13.09	13.35	13.68
		13.29	13.29	13.29	13.49	13.76	14.10
		13.69	13.69	13.69	13.90	14.18	14.53
		14.10	14.10	14.10	14.31	14.60	14.96
		14.52	14.52	14.52	14.74	15.03	15.41
		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Drivers	POST-1997	17.40	17.40	17.40	17.66	18.01	18.46
		16.88	16.88	16.88	17.13	17.47	17.91
		16.48	16.48	16.48	16.73	17.06	17.49
	PRE-1997	20.74	20.74	20.74	21.05	21.47	22.01
		18.43	18.43	18.43	18.71	19.08	19.56
		17.89	17.89	17.89	18.16	18.52	18.98
Mini-Drivers	POST-1997	17.40	17.40	17.40	17.66	18.01	18.46
		16.88	16.88	16.88	17.13	17.47	17.91
		16.48	16.48	16.48	16.73	17.06	17.49
	PRE-1997	20.74	20.74	20.74	21.05	21.47	22.01

District Position:

The District proposes the following:

DRIVERS

Level	Current Agreement 2010-2011	0 0 2011-2012	0 0 2012-2013	0 0 2013-2014	0.1 0 2014-2015	0.1 0 2015-2016
1	12.90	12.90	12.90	12.50	12.60	12.70
2	13.29	13.29	13.29	12.50	12.60	12.70
3	13.69	13.69	13.69	12.50	12.60	12.70
4	14.10	14.10	14.10	12.50	12.60	12.70
5	14.52	14.52	14.52	12.50	12.60	12.70
6	16.48	16.48	16.48	12.50	12.60	12.70
7	16.88	16.88	16.88	12.50	12.60	12.70
8	17.40	17.40	17.40	12.50	12.60	12.70
9	17.89	17.89	17.89	12.50	12.60	12.70
10	18.43	18.43	18.43	12.50	12.60	12.70
11	20.74	20.74	20.74	12.50	12.60	12.70

Recommendation:

I have carefully considered the proposals of the Union and the District regarding the salary of the Drivers. In my considered opinion, the proposal presented below is reasonable and fair, based on the entire package that has been recommended by this Fact-Finder.

New Hires		2011-2012 0%	2012-2013 0%	2013-2014 0%	2014-2015 1.5%
(Both Full and Mini-Bus)		12.90	12.90	12.90	13.09
		13.29	13.29	13.29	13.49
		13.69	13.69	13.69	13.90
		14.10	14.10	14.10	14.31
		14.52	14.52	14.52	14.74
		2011-2012 0%	2012-2013 0%	2013-2014 0%	2014-2015 1.5%
Drivers	POST-1997	17.40	17.40	17.40	17.66
		16.88	16.88	16.88	17.13
		16.48	16.48	16.48	16.73
	PRE-1997	20.74	20.74	20.74	21.05
		18.43	18.43	18.43	18.71
		17.89	17.89	17.89	18.16
Mini-Drivers	POST-1997	17.40	17.40	17.40	17.66
		16.88	16.88	16.88	17.13
		16.48	16.48	16.48	16.73
	PRE-1997	20.74	20.74	20.74	21.05

Appendix C

Union Position:

The Union proposes the following wage schedule, effective July 1, 2011 through June 30, 2017:

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
AIDES		8.70	8.70	8.70	9.00	9.35	9.75
		8.45	8.45	8.45	8.75	9.10	9.50
		8.20	8.20	8.20	8.50	8.85	9.25
		7.96	7.96	7.96	8.26	8.61	9.01
		7.73	7.73	7.73	8.03	8.38	8.78
		7.50	7.50	7.50	7.80	8.15	8.55

District Position:

The District proposes the following:

AIDES

Level	Current Agreement 2010-2011	0 0 2011-2012	0 0 2012-2013	0 0 2013-2014	0.1 0 2014-2015	0.1 0 2015-2016
1	7.50	7.50	7.50	7.50	7.60	7.70
2	7.73	7.73	7.73	7.73	7.83	7.93
3	7.96	7.96	7.96	7.96	8.06	8.16
4	8.20	8.20	8.20	8.20	8.30	8.40
5	8.45	8.45	8.45	8.45	8.55	8.65
6	8.70	8.70	8.70	8.70	8.80	8.90

Recommendation:

I have carefully considered the proposals of the Union and the District regarding the salary of the Bus Aides. In my considered opinion, the proposal presented below is reasonable and fair and provides a fair basis for an agreement between the parties regarding salary.

	Year 1	Year 2	Year 3	Year 4
	2011-2012	2012-2013	2013-2014	2014-2015
	0%	0%	0%	1.5%
AIDES	8.70	8.70	8.70	8.83
	8.45	8.45	8.45	8.58
	8.20	8.20	8.20	8.32
	7.96	7.96	7.96	8.08
	7.73	7.73	7.73	7.85
	7.50	7.50	7.50	7.61

TENTATIVE AGREEMENTS

At the Fact-Finding hearing the parties revealed they had reached tentative agreement concerning several issues discussed during negotiations. It is recommended for these tentative agreements to be incorporated into this report as set forth herein and made part of the Agreement.

CONCLUSION

In conclusion, the parties are directed to review the Fact-Finding report and within ten (10) calendar days from the date of the issuance of this report to inform the Pennsylvania Labor Relations Board and each other if they accept or reject this report.

Confidentiality of the report should be maintained during the ten-day consideration period and until officially released for publication by the Board in the event of a rejection.

The Fact-Finder submits the Findings and Recommendations as set forth herein.

Michelle Miller-Kotula
 Fact-Finder
 Washington, Pennsylvania

Issued: April 29, 2013