

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding Between :
: Case No.
MIFFLIN COUNTY SCHOOL DISTRICT : ACT 88-13-16-E
: :
- and - : :
: :
MIFFLIN COUNTY SUPPORT ASSOCIATION : :
EDUCATION SUPPORT PERSONNEL PSEA/NEA : :

REPORT AND RECOMMENDATIONS

FACT FINDER: MICHAEL W. KRCHNAR, JR.

Appearances:

FOR THE EMPLOYER

Stephen Moniak, Esq.
Rhoads & Sinon LLP

James Estep, Superintendent
Mifflin County School District

FOR THE ASSOCIATION

Russ Dauberman
PSEA UniServ Representative

Christine A. Rupnow
Assistant Director of Research, PSEA

BACKGROUND

Pursuant to Act 88 of 1992 and the Public Employe Relations Act ["Act 195"] the undersigned was appointed by the Pennsylvania Labor Relations Board ["PLRB"] on April 10, 2013, as the Fact Finder in the impasse between the Mifflin County School District ["Employer or District"] and the Mifflin County Support Association Education Support Personnel ["Association"], PSEA/NEA.

In accordance with the PLRB's Order of April 10, 2013, the Parties filed with the Fact Finder written statements of the issues in dispute. There were approximately twenty-eight (28) issues in dispute. An informal conference was held on April 26, 2013, at which time several issues were discussed. On May 8, 2013, a formal hearing was held at the Mifflin County School District Administrative Office in Lewistown, Pennsylvania. At this hearing both Parties were afforded a full opportunity to present testimony, examine and cross-examine that testimony, introduce documentary evidence and argue orally in support of their respective positions.

The Fact Finder commends both Parties for their professional and courteous presentations in a difficult situation. The positions of the Parties were clearly articulated and the documentation presented was informative.

The recommendations, which follow, constitute the settlement proposal upon which the Parties are now required to act, as directed by statute and PLRB regulations. Pursuant to statutory authority, the Report will be released to the public if not accepted. A vote to accept the report does not constitute agreement with or endorsement of the rationales, but rather 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 of its issuance, notify the PLRB of their decision to accept or reject the recommendations.

ISSUES

The District and Association have identified the following issues as remaining in dispute between the Parties at the time of fact finding:

1. Lunch Period
2. Hours of Work
3. Premium Pay
4. Break-Overtime
5. Guarantee of Work
6. Disability Leave
7. Medical Benefits
8. Healthcare Savings Account (HSA)

9. Paid Holiday
10. Paid Vacation
11. Vacation Pay
12. Management Functions
13. Wages

These issues will be discussed in detail in the following section. Similar issues may be discussed together where appropriate.

Two factors must be noted at the outset. First and most importantly, the specific recommendations made in the Report, although discussed separately, were made only after consideration of all the issues present at fact finding and their total, combined impact upon both Parties.

Second, in some instances when a Party has proposed adding a new provision to or deleting a provision from the status quo, recommendations have been made with little or no discussion. This is expressly intended to indicate only that the proposals being addressed are not being recommended at this time as part of the overall agreement and not to negate the rationales or concerns expressed by the Party offering them. Some of these issues might very well be appropriate for informal discussions between the Parties and/or bargaining for future agreements.

DISCUSSION AND RECOMMENDATIONS

Issue No. 1: Lunch Period

Currently, all employees who work six (6) or more consecutive hours receive a paid thirty (30) minute, duty-free lunch period. The District is proposing to change the lunch period from paid to unpaid. The Association is seeking no change, but may agree if other economic issues are resolved.

Recommendation

Based on the facts and discussion at Fact Finding, it is recommended that the lunch period be changed from a paid lunch to an unpaid, duty free lunch period.

Issue No. 2: Hours of Work

Issue No. 3: Premium Pay

Currently, overtime is paid to employees who work more than eight (8) hours in a day and/or over forty (40) hours in a work week. The District is proposing to change the overtime computation by eliminating the over eight (8) hour language. The Association is not opposed to this change provided all other financial issues are agreed. The District is also seeking a change in the work day and work week language for custodial/maintenance and food service workers.

Recommendation

It is recommended that the District's language be adopted defining the work day and work week. In addition, it is recommended that the reference to work that exceeds eight (8) hours in a work day be deleted and overtime pay will only be paid to those employees who work more than forty (40) hours in a work week.

Issue No. 4: Break-Overtime

At the present time, employees requested to work three (3) or more hours past their normal shift are given thirty (30) minutes absence from work with pay. The District wants to change the thirty (30) minute break to unpaid time. The Association would agree if other economic issues are agreed upon.

Recommendation

It is recommended that this thirty (30) minute period be unpaid and the language should be changed to reflect this modification.

Issue No. 5: Guarantee of Work

Custodial/Maintenance employees called in to work on Saturday and Sunday currently receive time and one-half for all hours worked. The District is proposing straight time for these hours and a guarantee of two (2) hours pay for all call-outs outside the employee's normal work shift, unless these hours are directly before or after the employee's normal shift.

Recommendation

It is recommended that the call-out hours worked on Saturday and Sunday be paid at straight time and adopt the District's language on other call-outs and shift differentials. However, these hours worked will be included when calculating overtime.

Issue No. 6: Disability Leave

Both Parties are seeking to bring this provision in line with the other non-professional bargaining unit. However, they were unsuccessful in resolving this issue.

Recommendation

It is recommended that the Disability Leave section of this Agreement reflect the language contained in the Para-Professional Secretarial Agreement.

Issue No. 7: Medical Benefits

The Parties are in agreement to provide the same benefit package as the other contracted employees currently enjoy. However, the Association will not agree until other economic issues are settled.

Recommendation

It is recommended that the District and the Association agree to provide the same Medical Plan and Benefits that the Professional, Para-Professional, and Secretarial employees currently have in their collective bargaining agreements.

Issue No. 8: Healthcare Savings Account (HSA)

The District currently contributes approximately three thousand (\$3,000) dollars per year for each employee to be used for deductibles and other healthcare expenses. The District is seeking to eliminate this benefit. The Association wants to maintain the status quo.

Recommendation

Contributions to the employees' HSA are expensive to the District and would be costly for the employees' without this benefit. The District and Association may want to engage in discussions outside of collective bargaining to find an alternative that would be acceptable to both Parties. It is recommended that, at this time the status quo be maintained.

Issue No. 9: Paid Holiday

The Association is seeking to add the first day of deer season as a paid holiday for Food Service employees only. The District is opposed due to financial concerns.

Recommendation

It is recommended that the status quo be maintained with no addition of any new paid holidays.

Issue No. 10: Paid Vacation

Both Parties are proposing to amend this issue. The District wants to extend the time period to earn more vacation days and the Association has proposed a new category for employees with fifteen (15) or more years of service.

Recommendation

The following paid vacation schedule is recommended:

- 5 days ---- after one (1) year of service
- 10 days ---- after five (5) years of service
- 15 days ---- after ten (10) years of service
- 20 days ---- after fifteen (15) years of service

Issue No. 11: Vacation Pay

At the present time vacation pay is paid at a higher rate of pay than an employee's regular rate. The District wants to eliminate this practice and pay the employee at their regular rate. The Association is not opposed but will not agree until all economic issues are settled.

Recommendation

It is recommended that this practice be discontinued and vacation pay be based on the employee's regular rate of pay.

Issue No. 12: Management Functions

The Association has proposed language that would preclude any subcontracting of bargaining unit work for the life of the agreement. The District is opposed and wants to maintain the status quo with no such language.

Recommendation

The District must be able to manage the school district and part of that may include some services being performed by outside resources. It is therefore, recommended that the status quo be maintained and the language proposed by the Association not be included.

Issue No. 13: Wages

The District is proposing major wage reductions for this bargaining unit. The District believes the custodial workers are paid at a higher rate than the average worker in the county who perform similar work. As a result, they propose to reduce the custodial wage rate from \$16.22 per hour to \$11.00 per hour. In addition, they also propose to reduce all part-time and kitchen helpers above \$10.00 per hour to \$10.00 per hour. They also want reduce the Head Cook's rate from \$15.47 per hour to \$14.50 per hour.

The Association proposed a reduction in wages that was not as severe as the District's proposal. They offer a 1.6% hourly wage reduction for current bargaining unit members effective July 1, 2013, and that rate would be frozen until June 30, 2016, at which time they would be restored to the 2012-2013 rate. In addition, they propose new starting rates for employees hired on or after July 1, 2013, which is twenty percent (20%) less than the current rate and they would remain there for the life of the agreement. The Association is not seeking any retroactivity on wages in their proposal.

Recommendation

After reviewing both proposals and analyzing all the data offered at Fact Finding and taking into account the total economic impact of this report, it is recommended that the Association's wage proposal be adopted with two modifications. The first modification is not to restore all current employees to the 2012-2013 rate, but rather freeze them at the 2015-2016 rate as of June 30, 2016. Second, all Part-Time employees who were hired on or after July 1, 2013, shall be maintained at the rate of \$9.50 per hour for the life of the agreement. These modifications are reflected on the salary matrix contained in Appendix A of this report.

ALL OTHER MATTERS

Any other matters not previously agreed upon or specifically addressed herein are recommended to be withdrawn. Any agreements mutually made prior to the date of this Report that are not specifically addressed in the Report are recommended to be included, as agreed upon in the Agreement.

SUMMARY

I believe the recommendations contained herein represent a reasonable, acceptable compromise to the outstanding issues, and I urge the Parties to take serious, thoughtful consideration to any recommendation as a whole and not focus on one issue but rather evaluate the total Report. I direct the Parties' attention to my cover letter, which outlines their responsibilities to notify the Pennsylvania Labor Relations Board of their acceptance or rejection of this Report.

Dated: _____
Harrisburg, Pennsylvania

Michael W. Krchnar, Jr.
Fact Finder

APPENDIX A

Classification	2013-14	2014-15	2015-16
Multi Craft Maintenance	\$16.65	\$16.65	\$16.65
Custodians	\$15.96	\$15.96	\$15.96
Kitchen Manager	\$16.77	\$16.77	\$16.77
Head Cook	\$15.22	\$15.22	\$15.22
Kitchen Helper	\$14.34	\$14.34	\$14.34
Part-Time (before 7/1/97)	\$12.19	\$12.19	\$12.19
Part-Time (between 7/1/97 to 6/30/07)	\$9.75	\$9.75	\$9.75
Part-Time (after 7/1/07)	\$9.50	\$9.50	\$9.50

NEW EMPLOYEE SCHEDULE

	Year 1	Year 2	Year 3	Year 4	Year 5
Multi Craft Maintenance	13.54	14.38	15.23	16.07	16.65
Custodians	12.98	13.79	14.60	15.41	15.96
Kitchen Manager	13.63	14.48	15.34	16.19	16.77
Head Cook	12.38	13.15	13.92	14.70	15.22
Kitchen Helper	11.66	12.38	13.11	13.84	14.34
Part-Time	9.50	9.50	9.50	9.50	9.50