IN THE MATTER OF
THE FACT FINDING

Between

PENNS MANOR AREA
SCHOOL DISTRICT

and

PENNS MANOR EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
ESPA/PSEA/NEA

Case No. ACT 88-07-28-W

CHRISTOPHER E. MILES, ESQUIRE
Fact Finder

David P. Andrews, Esquire
Andrews & Beard
Representing the School District

Robert F. Paskowski,
PSEA UniServ Representative
Representing the Association

BACKGROUND

Pursuant to Act 88 of 1992, the undersigned was appointed by the Pennsylvania Labor Relations Board as the Fact Finder in the impasse between the Penns Manor Area School District (hereinafter referred to as the "School District") and the Penns Manor Educational Support Personnel Association (hereinafter referred to as the "Association"). The Fact Finder was informed that the following issues remained in dispute:

1.	Article VIII – Section 1:	Work Schedules
2.	Article VIII – Section 2:	Overtime
3.	Article X – Section 1:	Promotion and Transfer
4.	Article XI – Section 2:	Personal Leave
5.	Article XII – Section 5:	Family and Medical Leave
6.	Article XIV --	Paid Vacation
7.	Article XVI --	Wage and Salary
8.	Article XVII – Section 1:	Insurance Eligibility
9.	Article XVII – Section 3:	Copays/Insurance Buyout
10.	Article XVII – Section 13:	Benefits Upon Retirement
11.	Article XX – Section 1:	Duration

A hearing in this case was conducted on September 24, 2007 at the administrative offices of the Penns Manor Area School District located in Clymer, Pennsylvania. The School District was represented by David P. Andrews, Esquire. The Association was represented by Robert F. Paskowski, UniServ Representative. At that time, the parties were afforded full opportunity to present testimony and evidence, to cross-examine the witnesses, and to make arguments in support of their respective positions and presentations. At the conclusion of the hearing, the record in this case was closed.

FINDINGS AND RECOMMENDATIONS

After consideration and a thorough review of the financial information and documentation supplied by the parties, as well as their presentations and positions, the Fact Finder makes the following recommendations:

ARTICLE VIII
HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 1. Work Schedules

The District proposes that the last sentence of this section be deleted. The current provision reads:

> For the length of this agreement, no bargaining unit member will be scheduled for less regular hours than what they were working in the 2002-2003 year.

After reviewing the parties' positions the Fact Finder does not recommend the District's proposal. However, the Fact Finder does recommend that the base year be chanced to the 2006-2007 year. The last sentence of Article VIII, Section 1 Work Schedules would state:

> For the length of this agreement, no bargaining unit member will be scheduled for less regular hours than what they were working in the 2006-2007 year.

ARTICLE VIII
HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 2: Overtime

The District seeks to eliminate the second sentence of this Section which provides that:

> Double time will be paid after forty-eight (48) hours with the following exceptions:
> …

The deletion of this language is not recommended by the Fact Finder.

ARTICLE X
JOB SECURITY – JOB PROGRESSION

Section 1: Promotions and Transfers

The Association proposes to eliminate the posting exclusions for a temporary long or short term vacancy set forth in Sub section 1(A). It also proposes to add language to sub section B in the form of a time limitation for posting notices of vacancy and reducing the period of time form thirty (30) calendar days to fourteen (14) calendar days to fill a vacancy.

After review and consideration of the Association's proposals with regard to Article X, Section 1 A & B, the Fact Finder does not recommend that the current language in subsection A be eliminated. The Fact Finder does recommend that the Association's proposed changes in subsection B be included in the new Agreement. The language would state:

> Posting of Vacancies. When a vacancy occurs in the bargaining unit, the Employer will post notice of such vacancy for a period of ten (10) workdays. The posting will occur within one (1) week of the vacancy becoming available. If during the summer months a vacancy occurs in a classification that is not working, the Employer shall send a copy of the posting to the president and secretary of the Association. A vacancy will be filled by the Employer within fourteen (14) calendar days from the end of the posting period. The Employer may temporarily fill the vacancy pending selection of a successful bidder. The notice shall state which job(s) is open, how many openings exist, what qualifications are required, how the bid is to be made, and what the time limit is for filing of same. Employees who wish to apply for the vacancy shall file their bid in writing within the prescribed time limit. If the District determines that it will not fill a vacancy, nothing herein shall obligate the District to post that vacancy.

ARTICLE XI
PAID LEAVES OF ABSENCE

Section 2: Personal Leave

With respect to this provision, the Association is proposing that all bargaining unit employees receive one (1) additional day of personal leave each year. The current section states that:

> Section 2. Personal Leave. Bargaining unit employees shall be entitled to personal leave days each year of the agreement with pay according to the following schedule;

Term of Employment	Days
9 months	2
10 months	2
11 months	2
12 months	3

After review of the positions of the parties and a consideration of the comparable districts relied upon, the Fact Finder recommends that the number of personal days for 10 month and 11 month employees be increased to three (3) personal days. No change from the current number of personal days is recommended for 9 month and 12 month employees. The new provision would read:

Term of Employment	Days
9 months	2
10 months	3
11 months	3
12 months	3

ARTICLE XII
UNPAID LEAVES OF ABSENCE

Section 5: Family and Medical Leave

The District proposes that Section 5 (C) of this provision be deleted in its entirety. The current language states:

> C. Other paid or unpaid leaves provided for in this agreement or by statute shall not be used for FMLA qualifying purposes, unless specifically requested as such by the employee.

The proposed changes are not recommended by the Fact Finder for this section.

ARTICLE XIV
PAID VACATIONS

The Association's proposal for paid vacation is to amend the vacation entitlement beginning with employees who complete ten (10) years. Employees completing their tenth (10) full year to the completion of their fifteenth (15) full year will receive twenty (20) vacation days. Employees completing their fifteenth (15) full years and up will receive one (1) additional vacation day per year to a maximum of twenty-five (25) vacation days.

After reviewing the parties' positions and the comparables provided, the Fact Finder does not recommend the Association's proposal for Article XIV Paid Vacation.

ARTICLE XVI
WAGE AND SALARY

The Association proposes that the 1006-2007 salary schedule be adjusted, as follows:

> Reduce each schedule from its current length to one wage rate for each classification.
>
> Continue the advancement of all bargaining unit members who are not on the top pay level annually toward the top pay level until all bargaining unit employees in each classification earn one wage rte.
>
> Modify the salary schedules over a five (5) year period to reflect an increase to total District payroll costs of 7.5% in each year of a five (5) year agreement.
>
> Each schedule will be developed by the Association based on the District's payroll costs and matrix for the 2006-007 work year dated November 21, 2006.
>
> Include a step placement chart to show movement through the salary schedule.

The District's proposal keeps the salary schedule intact for the new Agreement with step movement each year for those employees not at the top level and a 2.0% increase each year for the top level wage rate.

The Association's proposal represents a 7.5% average salary increase for the four year period of the new Agreement. The District's proposal averages a 3.485% increase per year for the same period of time.

After review of the respective proposals, the financial documentation, and the presentations of the parties, the Fact Finder recommends the District's Wage and Salary proposal for the new Agreement. The wage and salary schedules compare favorably with the comparable districts relied upon by the parties for each classification. Employees will receive a yearly increase as they progress through the schedule and a bump step upon attainment of the top level (five years for Custodial/Maintenance employees and seven years for all other employees). The schedule promotes and rewards service and longevity with the District.

The recommended Wage and Salary scheduled for the new Agreement are set forth, as follows:

Classification: Secretary "A" (salary)

Level	2007-2008	Level	2008-2009	Level	2009-2010	Level	2010-2011
1	$24,211	1	$24,211	1	$24,211	1	$24,211
2	$25,147	2	$25,147	2	$25,147	2	$25,147
3	$26,250	3	$26,250	3	$26,250	3	$26,250
4	$27,352	4	$27,352	4	$27,352	4	$27,352
5	$28,454	5	$28,454	5	$28,454	5	$28,454
6	$29,557	6	$29,557	6	$29,557	6	$29,557
7	$31,018	7	$31,638	7	$32,271	7	$32,916

Classification: Secretary - Receptionist "B" (hourly rate)

Level	2007-2008	Level	2008-2009	Level	2009-2010	Level	2010-2011
1	$11.64	1	$11.64	1	$11.64	1	$11.64
2	$12.09	2	$12.09	2	$12.09	2	$12.09
3	$12.62	3	$12.62	3	$12.62	3	$12.62
4	$13.15	4	$13.15	4	$13.15	4	$13.15
5	$13.68	5	$13.68	5	$13.68	5	$13.68
6	$14.21	6	$14.21	6	$14.21	6	$14.21
7	$14.91	7	$15.21	7	$15.51	7	$15.83

Classification: Custodial / Maintenance (hourly rate)

Level	2007-2008	Level	2008-2009	Level	2009-2010	Level	2010-2011
1	$13.06	1	$13.06	1	$13.06	1	$13.06
2	$13.46	2	$13.46	2	$13.46	2	$13.46
3	$13.86	3	$13.86	3	$13.86	3	$13.86
4	$14.26	4	$14.26	4	$14.26	4	$14.26
5	$14.85	5	$15.15	5	$15.45	5	$15.76

Classification: Cleaners, Cafeteria, Monitors, and Instructional Assistants (hourly rate)

Level	2007-2008	Level	2008-2009	Level	2009-2010	Level	2010-2011
1	$10.35	1	$10.35	1	$10.35	1	$10.35
2	$10.75	2	$10.75	2	$10.75	2	$10.75
3	$11.21	3	$11.21	3	$11.21	3	$11.21
4	$11.67	4	$11.67	4	$11.67	4	$11.67
5	$12.13	5	$12.13	5	$12.13	5	$12.13
6	$12.59	6	$12.59	6	$12.59	6	$12.59
7	$13.31	7	$13.58	7	$13.85	7	$14.13

ARTICLE XVII
INSURANCE AND OTHER BENEFITS

Section 1: Insurance Eligibility

The current language in the Agreement states that:

> For those employees working in job categories less than a full day, the Employer shall pay prorated premiums for those insurance benefits listed in Section 2 through 5 in accordance with the following percentages of premiums:

	District Pays:	Individual Pays
2 hours	33.33%	66.67%
3.5 hours	58.33%	41.67%
4 hours	66.67%	33.33%

The District proposes to revise this provision, as follows:

	District Pays:	Individual Pays
4 hours	33.33%	66.67%
5 hours	58.33%	41.67%
6 hours	66.67%	33.33%

After review of the insurance coverages for part time employees in comparable districts, the Fact Finder recommends the District's proposed revision for the new Agreement.

ARTICLE XVII
INSURANCE AND OTHER BENEFITS

Section 3: Copays/Insurance Buyout

The District seeks design plan changes with regard to this section:

After consideration of the financial and comparable data submitted and in view of the Wage and Salary Schedules recommended above, the Fact Finder does not recommend the revision to Section 3 as proposed by the District. It is noted that Section 2 of this Article was modified by the parties through a memorandum of agreement dated November 9, 2006 changing the insurance plan from a Blue Cross/Blue Shield Select Blue plan to a Blue Cross, PPA Blue Medical plan. As a result, the only recommended revision to Section 3 is in reference to the insurance plan from the Select Blue plan to the PPO Blue plan.

ARTICLE XVII
INSURANCE AND OTHER BENEFITS

Section 13: Benefits Upon Retirement

The current language in this Section states that:

> All employees, upon retirement, shall be entitled to retain hospitalization, dental and vision insurance benefits from the age of retirement to age sixty-five (65) or Medicare, whichever is later. Such coverage may be purchased by the retiree at the prevailing rate for retirees, as set forth in the plan or plans obtained by the Employer and then in effect.

The District proposes to revise this Section, as follows:

> All employees, upon retirement, shall be entitled to retain hospitalization, dental and vision insurance benefits from the age of retirement for three (3) additional years. Such coverage may be purchased by the retiree, as set forth in the plan or plans obtained by the Employer and then in effect.

The Fact Finder does not recommend the District's proposal for the new Agreement.

ARTICLE XX
DURATION

The Association proposes that the term of the successor Agreement be five (5) years, effective July 1, 2007 to June 30, 2012. The District's proposal is for a four (4) year Agreement.

The Fact Finder recommends that the new Agreement be for a duration of four (4) years. Section 1 of Article XX would read as follows:

Pursuant to the requirements of Act 195, this agreement shall be binding upon the parties hereto, their successors and assigns, from July 1, 2007 to and including June 30, 2011, and thereafter from year to year, except that either party may notify the other by certified mail on or before January 10, 2011, of its desire to modify or terminate this agreement.

TENTATIVE AGREEMENTS

At the hearing in this matter the parties revealed that they had reached tentative agreement concerning several issues discussed during negotiations. It is recommended that these tentative agreements be incorporated into this report as if set forth herein and made a part of the parties' Agreement.

CONCLUSION

In conclusion, the Fact Finder submits the Findings and Recommendations as set forth herein.

Christopher E. Miles, Esquire
Fact Finder

October 1, 2007