

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

IN THE MATTER OF FACT-FINDING

BETWEEN

WARREN COUNTY ESPA/PSEA/NEA

AND

WARREN COUNTY SCHOOL DISTRICT

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(**FACT-FINDING REPORT**
(**CASE NO. ACT 88-06-7-W**
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**HEARING: MARCH 7, 2006
WARREN COUNTY SCHOOL DISTRICT
ADMINISTRATIVE OFFICES**

FACT-FINDER : MARC A. WINTERS

FOR THE DISTRICT:

MARK T. WASSEL, ESQUIRE

FOR THE ASSOCIATION

LOUIS C. KOTZMAN, ADVOCATE

FACT-FINDER'S REPORT AND RECOMMENDATIONS

BACKGROUND

Pursuant to Act 88 of 1992 and the Public Employee Relations Act, 195 of 1970, by letter dated February 21, 2006, the PLRB appointed the undersigned to act as a Fact-Finder and to issue a report in the matter of the Warren County ESPA/PSEA/NEA and the Warren County School District.

This proceeding involves a successor agreement to the July 1, 2001 - June 30, 2005, Collective Bargaining Agreement, in which the parties have been negotiating for approximately fifteen (15) sessions, beginning January 4, 2005, through February 4, 2006. There were approximately ten (10) issues tentatively agreed to.

The District presented the Association with a Final Offer on December 8, 2005, which was rejected by the general membership of the Association on January 7, 2006. This bargaining unit is comprised of approximately 302 members.

A formal hearing was held on March 7, 2006, in the Warren County 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 this Fact-Finder, by both parties, but to each other as well.

The above appreciation for the courtesy and cooperation given to this Fact-Finder holds especially true in light of the District's position to this Fact-Finding Hearing which will be discussed next.

The Association believing they were at an impasse, made a request for Fact-Finding on February 15, 2006. This request was granted and fact-finding so ordered by the Pennsylvania Labor Relations Board on February 21, 2006.

At all times, beginning with the Association's request for fact-finding, the School District has taken a position in opposition of the Fact-Finding. The District contends that this Fact-Finding Hearing is premature and unnecessary. The District further contends that they made a fair final offer and they, the School Board, stand behind that last and final offer. The District gave this Fact-Finder a copy of their final offer to use as their position statement for this Fact-Finding Hearing.

In light of this unique situation, the School District's position, it will not be necessary to go into a lot of detail regarding the remaining issues, in order to issue this Fact-Finding Report.

However, this Fact-Finder can assure both parties that a considerable amount of thought was given, in order to make this Report favorable to both parties, before the following recommendations were made

To arrive at the following recommendations, this Fact-Finder relied on the following:

The testimony given, and the evidence presented taking into consideration criteria such as internal and external parity, the District's finances and the District's final offer of December 8, 2005.

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.

ISSUES

The Association and the School District have identified seven (7) general issues remaining in dispute at the time of the Fact-Finding Hearing.

- Issue #1, Article II, Term of Agreement.
- Issue #2, Article VI, Seniority.
Section 5B & Section 12K, (Bidding Bar)
- Issue #3, Article XX, Section 1, Retirement of Employees.
- Issue #4, Article XX, Section 3, Retirement of Employees.
- Issue #5, Article XIV, Insurance Protection.
New Section 5, Section 125 Flexible Benefit Plan.
- Issue #6, Article XII, Sick Leave.
Section 4, (Reporting Off Work)
- Issue #7, Article XIX, Wages and Schedule A.

FACT-FINDER'S RECOMMENDATIONS:

- Issue #1, Article II, Term of Agreement.

The Association proposes a four (4) year Agreement.

The School District proposes, through their Final Offer, a four (4) year Agreement.

Since both parties have, in effect, requested a four year agreement, dependent on possible wage implications, no discussion is necessary at this point. Wages will be discussed later in this report. However, based on the testimony given, the evidence presented and the wage proposal that follows later in this Report, this Fact-Finder is recommending a four (4) year Agreement effective July 1, 2005, through June 30, 2009.

Issue #2, Article VI, Seniority.
Section 5B & Section 12K, (Bidding Bar)

The Association is requesting that the nine (9) working month bar, for bidding purposes, should not apply when the District decides to furlough employees.

The Association claims that an inequity arises when an employee, prior to the furlough, bids on a new position or vacancy. The employee could be bumped out of his/her new position and still remain subject to the nine (9) month restraint on the right to bid on subsequent vacancies and new positions.

The District has rejected the Association's proposal.

The District contends that the Bidding Bar applies to all employees equally. Employees bumped after layoff are the least senior employees not employees who have been there for years.

Based on the testimony given, there is not convincing evidence, at this time, to remove the nine (9) month restriction. This Fact-Finder therefore recommends status quo.

Issue #3, Article XX, Section 1, Retirement of Employees.

The Association seeks to improve its retirement benefit, by increasing the amount paid for each unused accumulated sick day, for employees who have worked for the Board at least twenty (20) years. The increase requested is from \$25.00 to \$40.00 per day for all accumulated, unused sick leave.

In addition, the Association is seeking to add deferred compensation language in the form of a 403(b)/457 Plan.

In support of their position, the Association cites the Warren County Teachers who are provided with \$50 per day benefit and the four surrounding District's used as external comparables, Bradford, Corry, Forest & Titusville School Districts.

The District rejects the Association's proposal citing that the current benefit is a fair amount once you consider all benefits offered.

Based on the testimony given and the evidence presented this Bargaining Unit is not substandard with respect to sick leave buy back. When looking at the external comparables, this Bargaining Unit falls in the middle of the pack. It is therefore, this Fact-Finder's recommendation for no change in this area or to remain status quo.

Issue #4, Article XX, Section 3, Retirement of Employees.

The Association seeks to update the retirement benefit for the amount the District will pay towards their hospital, medical and major medical insurance

Currently the District pays 100% of the rate which was in effect on July 1, 1994, for Class A & B employees and 60% of the rate which was in effect on July 1, 1994, for Class C employees.

The Association would increase the above rates to the rate which became in effect on July 1, 2005.

The District rejects the Association's proposal as too costly of a benefit. Paying the amounts under the 1994 rate is still a very good and very costly benefit.

Once again, based on the evidence presented and testimony given, this Bargaining Unit's retirees are not substandard, in the industry, with regards to this type of benefit. This Fact-Finder's recommendation, in this area of retirement benefits, is status quo.

Issue #5, Article XIV, Insurance Protection.
New Section 5, Section 125 Flexible Benefit Plan.

Issue #6, Article XII, Sick Leave.
Section 4, (Reporting Off Work)

Based on the discussions at the Fact-Finding Hearing along with the parties past proposals, Issue #5 and Issue #6 will be discussed together.

Issue #5

The Association and the District have both proposed a Section 125 Account. The Section 125 Account is a flexible benefit plan /savings account which allows participants to pay qualifying medical expenses on a pre-tax basis.

The District's proposal is contingent on the Association agreeing to add language to Article XII, Section 4, Sick Leave, which is Issue #6.

Issue #6

The District would add language to Article XII, Section 4, which would require any employee reporting off work to notify his or her immediate supervisor at least one hour prior to the scheduled work period instead of the current language of "by the start of" the scheduled work period.

In exchange for this change to the Sick Leave language, the District would agree to establish a Section 125 Plan.

The Association opposes such a language change and argues that it should not be tied to the Section 125 Plan proposal.

Based on the discussion and the testimony at the Hearing, it would be in both parties best interest to establish a Section 125 Plan and to add the one hour reporting off language to the parties language for reporting off due to a sudden illness.

It is this Fact-Finder's recommendation that the District will establish a Section 125 Plan as proposed.

It is this Fact-Finder's further recommendation to accept the District's proposal with respect to Article XII, Section 4, Sick Leave.

Issue #7, Article XIX, Wages and Schedule A.

The Association proposes wage increases of 3.75% for all employees, Tier 1 and Tier 2, for each year of a four year agreement retroactive and beginning July 1, 2005, through July 1, 2008.

The District proposes, in their final offer, wages for each year for Tier 1 and Tier 2 as follows:

Custodial	2.15%
Cafeteria	2.15%
Teacher Aide	2.75%
Maintenance/Technicians	3.75%
Secretaries	3.75%

Since the District's final offer was rejected, the District is opposed to any retroactivity.

The Association believes that its proposal is reasonable in light of increases in the cost of living, especially as it relates to fuel for both heating and transportation.

Moreover, the Association believes that the percentage increase should be the same for all classifications. The Association also contends that its proposal is in line with the wage increases of neighboring Districts.

The Association further contends that they are entitled to a retroactive wage increase since they were still ready and willing to bargain. It was the District who stopped and gave its final offer.

The District has formulated their proposal and based their argument on the need to maintain competitiveness in certain classifications and looking at the overall picture of wages and benefits offered to this bargaining unit.

Since the Employer's ability to pay or not to pay was never made an issue to resolve salary increases, a discussion of the District's finances need not take place.

This Fact-Finder is not convinced by the District's argument to offer different classifications different percentage increases. The harm that would be caused by such action could be irreparable not only to the bargaining unit but the District as well.

It is also in this Fact-Finder's opinion that negotiations should not have concluded or broken down when they did. Both sides could have and should have tried a little harder. On that basis it is this Fact-Finder's recommendation that retroactive increases be given.

Based on the evidence presented, which includes looking at the increases and wages for the four external comparables, Corry, Forest, Bradford & Titusville, and in an attempt to arrive at a favorable Report, one that both parties should be able to live with, this Fact-Finder makes the following recommendation for salary increases, which does include a retroactive increase.

Effective July 1, 2005	3% increase for all Tier 1 and Tier 2 employees.
Effective July 1, 2006	3% increase for all Tier 1 and Tier 2 employees.
Effective July 1, 2007	3% increase for all Tier 1 and Tier 2 employees.
Effective July 1, 2008	3% increase for all Tier 1 and Tier 2 employees.

(Salary schedules are attached in contract ready form.)

Dated March 23, 2006

Fact-Finder


Marc A. Winters

WARREN COUNTY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION WAGE SCALE - TIER I				
Employed Prior to July 1, 1987	07/01	07/01	07/01	07/01
CUSTODIAL DEPARTMENT*				
Gr. 6 - Class A	15.69	16.16	16.64	17.14
Gr. 6 - Secondary Head Custodian	15.69	16.16	16.64	17.14
Gr. 3 - Class A	14.24	14.67	15.11	15.57
HH - Class A	12.27	12.64	13.01	13.40
HH - Class B & C	12.11	12.46	12.85	13.24
HL - Class B & C	10.90	11.22	11.56	11.91
MAINTENANCE DEPARTMENT*				
*** Technology Technician				
*** Maintenance/Trade Worker	15.77	16.24	16.73	17.23
*** Maintenance/Supervisor A	17.12	17.63	18.16	18.71
Gr. 6	15.69	16.16	16.64	17.14
Gr. 3	14.24	14.67	15.11	15.57
CAFETERIA				
Gr. 4 - Class B & C	10.34	10.65	10.97	11.30
Gr. 3 - Class B & C	11.46	11.83	12.18	12.55
Gr. 2 - Class B & C	13.01	13.40	13.80	14.22
Gr. 2 - Secondary Manager B & C	13.01	13.40	13.80	14.22
SECRETARIES				
Secretary - Class A	12.99	13.38	13.78	14.19
Secretary - Class B & C	12.82	13.21	13.60	14.01
Secretary to Director - Class A	13.57	13.97	14.39	14.82
Secretary to Director - Class B	13.40	13.80	14.22	14.64
Delinquent Tax Clerk	12.99	13.38	13.78	14.19
Asst. Tax Office Manager	13.57	13.97	14.39	14.82
AIDES				
Classroom/Cafeteria Class B & C	11.49	11.84	12.19	12.56
ATTENDANCE OFFICER				

* Employees in these classifications whose duties include Sewage Treatment Plants shall receive an additional \$0.15 per hour.

*** This is a minimum rate. The Board may pay a higher rate at its discretion.

**WARREN COUNTY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
WAGE SCALE - TIER II**

<i>Employed After July 1, 1987</i>	07/01	07/01	07/01	07/01
CUSTODIAL DEPARTMENT*				
Gr. 6 - Class A	13.82	14.24	14.66	15.10
Gr. 6 - Secondary Head Custodian	13.83	14.25	14.68	15.12
Gr. 3 - Class A	12.39	12.76	13.15	13.54
HH - Class A	10.43	10.75	11.07	11.40
HH - Class B & C	10.28	10.59	10.91	11.23
HL - Class B & C	9.65	9.94	10.24	10.55
MAINTENANCE DEPARTMENT*				
** Technology Technician	16.96	17.47	18.00	18.54
** Maintenance/Trade Worker	16.39	16.89	17.39	17.91
** Maintenance/Supervisor A	15.05	15.50	15.98	16.44
Gr. 6	13.83	14.25	14.68	15.12
Gr. 3	12.39	12.76	13.15	13.54
CAFETERIA				
Gr. 4 - Class B & C	8.87	9.13	9.41	9.69
Gr. 3 - Class B & C	10.14	10.44	10.75	11.08
Gr. 2 - Class B & C	11.82	12.18	12.54	12.92
Gr. 2 - Secondary Manager B & C	11.82	12.18	12.54	12.92
SECRETARIES				
Secretary - Class A	11.42	11.77	12.12	12.48
Secretary - Class B & C	11.28	11.62	11.97	12.32
Secretary to Director - Class A	12.00	12.36	12.73	13.11
Secretary to Director - Class B	11.80	12.16	12.52	12.90
Delinquent Tax Clerk	11.42	11.77	12.12	12.48
Asst. Tax Office Manager	12.00	12.36	12.73	13.11
AIDES				
Classroom/Cafeteria Class B & C	10.28	10.59	10.91	11.23
Educational Assistant Aides	11.31	11.65	12.00	12.36
ATTENDANCE OFFICER	16.02	16.50	16.99	17.50

* Employees in these classifications whose duties include Sewage Treatment Plants shall receive an additional \$0.15 per hour.

** This is a minimum rate. The Board may pay a higher rate at its discretion.

*** Parties agreed Technology Tech salary may be increased by \$0.50 in the first year.