

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD
IN THE MATTER OF THE FACTFINDING BETWEEN**

MONTOUR AREA SCHOOL DISTRICT:

And

CASE NO. ACT 88-23-9-W

PA STATE EDUCATION ASSOCIATION

FACT FINDING REPORT AND RECOMMENDATIONS

HEARING: October 23, 2023

Remote: Via Zoom

FACT FINDER: Dr. Dennis Frketich

FOR THE DISTRICT

Ira Weiss Esq

Weiss Burkardt Kramer LLC

445 Fort Pitt Boulevard Suite 503

Pittsburgh PA 15219

FOR THE ASSOCIATION

Janine Yodanis

PSEA

10 South 19th Street

Pittsburgh PA 15203

Background

By letter dated September 19, 2023, the Pennsylvania Labor Relations Board (PLRB) pursuant to Act 88 of 1992 (Act88) and the Public Employer Relations Act 9 (PERA), appointed the undersigned as Factfinder (Dennis Frketich) in the impasse between the Montour School District (hereinafter referred to as the “District”) and PA STATE EDUCATION ASSOCIATION (hereinafter referred to as the “association”). The Association represents a bargaining unit employed within the Montour School District.

The Montour School District is a mid-sized, suburban public school district, with a historically and current strong financial position. The district serves five areas in the western suburbs of Pittsburgh.

PSEA has three local Associations at Montour School District:

- Montour Education Association, a bargaining unit of teachers and other certified professionals.
- Montour Transportation Education Support Professionals, a bargaining unit of Bus Drivers and Attendants; and
- Montour Education Support Professionals, the subject of the Collective Bargaining Unit for the Fact Finding, a 98-employee bargaining unit comprised of

30 Custodians (including one Bus Garage Service Person)	42 Special Education Paraprofessionals
3 Grounds	3 Nurse Assistants
3 Mechanics	8 Building Secretaries
4 Maintenance	5 District Secretaries

Meetings between the parties were held on the following dates:

- | | | |
|----------------------|-------------------|---------------------|
| 1. January 4, 2023 | 7. March 30, 2023 | 13. July 7, 2023 |
| 2. January 19, 2023 | 8. April 14, 2023 | 14. July 17, 2023 |
| 3. February 6, 2023 | 9. April 25, 2023 | 15. August 7, 2023 |
| 4. February 23, 2023 | 10. May 9, 2023 | 16. August 31, 2023 |
| 5. March 9, 2023 | 11. May 18, 2023 | |
| 6. March 23, 2023 | 12. May 25, 2023 | |

The parties remain far apart and have requested fact finding in an effort to resolve the contract which expired on June 30, 2023.

This Report contains recommendations for the unresolved issues between the parties that created the impasse. The recommendations constitute the settlement proposal upon which the parties are now required to act, as directed by statute and PLRB regulations. Pursuant to statutory authority, this 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 days of its issuance, notify the PLRB of their decision to accept or reject the recommendations.

Fact Finder: Dennis D. Frketich

Association Issue #1: Summer Hours

Adjust summer hours to allow Mechanics, Bus Garage Service Person, Secretaries and Administrative Technology to one-half hour earlier by changing:

Secretaries/Administrative Technology from 8:30 AM to 3:00 PM to 8:00 AM to 2:30 PM

Mechanics from 7:00 AM to 3:30 PM to 6:30 AM to 3:00 PM

Fact Finder opinion and award:

The association makes a strong case for changing hours for the summer. This will not impact operations and will provide a more conducive work environment for the employees. This would include such things as a work area that is not air conditioned. The fact finder recommends that these summer hours be initiated during the summer break. Secretaries/Administrative Technology from 8:30 AM to 3:00 PM to 8:00 AM to 2:30 PM. Mechanics from 7:00 AM to 3:30 PM to 6:30 AM to 3:00 PM

Association Issue #2: Inclement Weather

Allow bargaining unit employees to not report on days without loss of pay during a local or state declared weather emergency.

Fact Finder opinion and award:

Although the Association makes a great point that it would be considered unsafe for employees to travel during a local or in a state declared weather emergency. The district has a responsibility to make sure every effort is made to maintain the security of each property. There are cases where heat, water, and other factors that are impacted by such emergencies need immediate attention to ensure that operations will not be impacted after the emergency. The fact finder denies this request to allow bargaining unit employees to not report on days without loss of pay during a local or state declared weather emergency.

Association Issue #3: Distribution of Overtime

Association Position: Rotate overtime within building first then seniority classification.

District Position: No, rotate overtime building first, then job title, then classification

Fact Finder opinion and award:

The association request is reasonable. I believe that the most important factor is that a qualified person is awarded the overtime. Both allow for a qualified individual to complete the task. The fact finder recommends that the new language provided by the association be implemented in the new CBA; building first, then job title, then classification.

Association Issue #4: Mandatory Overtime

Association Position: Limit mandatory overtime in accordance with the contract to the last week of school and the first week of school

District Position: No, allow mandatory overtime at any time during the year.

Fact Finder opinion and award:

The current contract provides a process for mandatory overtime. It would not be reasonable to expect the district to give up this right. This is in place to make sure that the necessary work to be completed is

completed in a time frame that coincides with operations. I would recommend that the association and district consider language that would include safety or emergency cases that would dictate mandatory overtime. Example: Overtime shall only be mandatory if the situation creates a safety concern or if an emergency that interferes with the operation of the business.

Association Issue #5: Driving Students

Association Position: Include Bus Garage Service Person (and temporary position of Mechanic-In-Training) in guidelines for driving students so that District uses transportation staff to transport students. Compensate Bus Garage Service Person (and temporary position of Mechanic-In-Training) for transportation of students when necessary. Adjust compensation to drive from overtime to regular rate plus driver's rate.

District Position:

No. District has made a proposal to expand non transportation staff to drive students without compensation

Fact Finder opinion and award:

This is always a chance that someone can take advantage of a situation and use the CBA language to their favor. The association does make a point that the district could take advantage of this situation and use mechanics in place of bus drivers. What establishes an emergency, this can be considered ambiguous language and become an issue in future proceedings. It is the recommendation of the fact finder that there be an established language that is less ambiguous. The fact finder supports the language as follows.

Mechanics and bus service person/mechanic in training shall not drive except in case of emergency. Mechanics and bus service person/mechanic in training driving shall be a rare occurrence and lack of substitutes shall not constitute an emergency. Mechanics and bus service person/mechanic in training who are required to drive shall be compensated their regular rate. Plus, the bus driver rate.

Association Issue #6: Holidays

Association Position:

- Add four (4) holidays for paraprofessionals for a total of nine (9) per year
- Add Juneteenth for the year-round employees
- Add President's Holiday to Custodial, maintenance, grounds, and maintenance to equalize holidays.

District Position: Status quo.

Fact Finder opinion and award:

It is not unreasonable for many employees to request holidays that become federally recognized holidays. It is the fact finder's responsibility to make sure that requests are fair. The association makes a strong case for paraprofessionals to receive more paid holidays in relation to the ratio mentioned within the rationale. The factfinder adopts the request of the association. Adding the two holidays (Presidents Day and Juneteenth) to the Custodians, Maintenance, Grounds and Transportation list. Also, adding Juneteenth to the list for Secretaries and Administrative Technology. For paraprofessionals, add the following holidays to the list. New Years Eve, Day after Thanksgiving, Monday after Thanksgiving and Christmas Eve.

Association Issue #7: Vacations

Association Position: Additional vacation step of four (4) additional days for employees with twenty (2) or more years of service. Part year service shall count as one year service for purposes of vacation.

District Position: Status Quo, no additional vacation, and no adjustment to service credits for part-time employees.

Fact Finder opinion and award:

The association did not make a compelling reason for adding vacation days during this contract time. The district did make a case to consider the possibility of revenue being reduced in the future and attempting to balance the economic portion of this contract, the fact finder does not feel that this is the time to add additional vacation time. The award is to remain status quo, no additional vacation and no adjustment to service credits for part-time employees.

Association Issue #8: Personal Leave

Association Position:

Increase personal leave from three (3) days to four (4) days

District Position:

Status Quo

Fact Finder opinion and award:

Considering the increases within the compensation section, the fact finder recommends that the personal leave remain the same (status Quo).

Association Issue #9: Compensation

Compensation Plan for Custodial, Grounds and Maintenance Employees

The current compensation plan for the Custodial, Grounds, and Maintenance employees is an hourly rate of \$31.65, \$35.17, and \$39.71. Further Mechanic in training (MOU) and Lead Mechanic personnel have rates of \$33.50 and \$41.62. When a new custodian is hired, their rate of pay is 85% of the custodian rate, in year 2, its 90% of the rate, in year 3 its 95% of the rate and converts to 100 percent in the 4th year. This is a 4-step schedule for the custodial staff.

The Employer proposes a new 12 step schedule with annual increases of 2.3% plus step movement for the duration of the contract for all positions except Mechanic in training (an MOU is in place) and Lead Mechanic. The Employer calculates this schedule by using the current salary as the "top rate" and reduces each step by 2.3% going back to the 70% starting salary it proposes. This salary schedule structure is then used for the remaining years of the contract. For the custodial group, the Employer is willing to keep all existing employees on their current trajectory to the top rate but is requesting that the Step 1 salary be 70% of the base rate for all new hires with 11 step progressions to get to the top rate. This proposal is significantly higher in the number of steps it takes to get to the top rate. However, the salary schedule proposed by the Employer for steps 1 through 11 show annual increases for those employees in the 5.3% range because of the rate increase of 2.3% increase and the step movement. In other words, because there is a 2.3% difference between each step, and each step get a 2.3% increase each year employees moving up the schedule will receive higher increases during their progression to the top rate.

The Union's proposal is to keep the existing pay structure and increase salaries across the board 5% per year for the duration of the contract. The Union objects to cutting the starting wage of this group by 30% of the current wage.

Fact Finder opinion and award:

This issue, more than any other in this dispute, denotes the most significant disparity between the parties. The Employer's position of creating a new schedule while not impacting current employees is a logical path to "reset" the future costs to the employer. Singular rates of pay for all employees within a job classification, regardless of seniority, is uncommon in many public sector contracts. The goal for this Factfinder is to find the appropriate remedy in which both sides; while not getting everything they wanted, get enough to vote yes on this issue.

The annual increase differences between the Employer's 2.3% offer and the Union's 5% offer equate to a 2.7% difference. A conventional compromise between the two rates would put the salary increase at 3.65%. The Employer creates a 12-step schedule, reducing the current base rate by 2.3% for each step backwards from step 12. Each step of the new year is granted a 2.3% increase. The end result for new employees is that during their progression from step 1 to step 12, their increase will be larger than 2.3% , as proposed by the Employer (in the range of 5.3% for those under step 12).

To provide a resolution that has a chance for approval requires the Factfinder to provide benefits to one side for the other sides gains. As a result, the proposal is to accept the structure of the Employers proposal, create a salary schedule at 70% of the current wage, but at a different increment.

In exchange for agreeing to a 70% starting wage, the Fact finder proposes a 9-step schedule, with 3.75% increments to begin the first year of the contract. Each step will be increased 3.75 percent each year, and employees below Step 9, will gain 1 step for each year of the contract. Those employees currently on the 4-step progression will also follow the current schedule, because a 3.75 percent increase plus step movement is a higher increase than the 5% offered by the Employer. In other words, the Factfinders schedule provides a better return for non-top step custodians.

Lead custodians will receive the additional \$1.00 per hour rate over their assigned rate. Further, custodians, grounds worker and maintenance workers that get promoted to a higher classification will be placed on the same step number in the new scale moving forward.

All increases will be retroactive to July 1, 2023. Each employee will receive a step increase each year during the term of this agreement.

Custodial Schedule Base Rates at Step 9

- Year 1 \$31.80
- Year 2 \$32.99
- Year 3 \$34.23
- Year 4 \$35.51
- Year 5 \$36.84

Custodial Bus Garage	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	3.750%
Step 1		\$ 22.26	\$ 23.09	\$ 23.96	\$ 24.86	\$ 25.79	70.000%
Step 2		\$ 23.45	\$ 24.33	\$ 25.24	\$ 26.19	\$ 27.17	73.750%
Step 3		\$ 24.64	\$ 25.57	\$ 26.53	\$ 27.52	\$ 28.55	77.500%
Step 4		\$ 25.84	\$ 26.81	\$ 27.81	\$ 28.85	\$ 29.94	81.250%
Step 5		\$ 27.03	\$ 28.04	\$ 29.09	\$ 30.19	\$ 31.32	85.000%
Step 6	\$ 26.05	\$ 28.22	\$ 29.28	\$ 30.38	\$ 31.52	\$ 32.70	88.750%
Step 7	\$ 27.59	\$ 29.41	\$ 30.52	\$ 31.66	\$ 32.85	\$ 34.08	92.500%
Step 8	\$ 29.12	\$ 30.61	\$ 31.75	\$ 32.95	\$ 34.18	\$ 35.46	96.250%
Step 9	\$ 30.65	\$ 31.80	\$ 32.99	\$ 34.23	\$ 35.51	\$ 36.84	100.000%
Lead Custodian \$1 extra per hour	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	

Grounds Schedule Base Rates

Year 1 \$36.49

Year 2 \$37.86

Year 3 \$39.28

Year 4 \$40.75

Year 5 \$42.28

Custodial Bus Garage	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	3.750%
Step 1		\$ 25.54	\$ 26.50	\$ 27.49	\$ 28.52	\$ 29.59	70.000%
Step 2		\$ 26.91	\$ 27.92	\$ 28.97	\$ 30.05	\$ 31.18	73.750%
Step 3		\$ 28.28	\$ 29.34	\$ 30.44	\$ 31.58	\$ 32.77	77.500%
Step 4		\$ 29.65	\$ 30.76	\$ 31.91	\$ 33.11	\$ 34.35	81.250%
Step 5		\$ 31.02	\$ 32.18	\$ 33.39	\$ 34.64	\$ 35.94	85.000%
Step 6		\$ 32.38	\$ 33.60	\$ 34.86	\$ 36.17	\$ 37.52	88.750%
Step 7		\$ 33.75	\$ 35.02	\$ 36.33	\$ 37.69	\$ 39.11	92.500%
Step 8		\$ 35.12	\$ 31.35	\$ 37.80	\$ 39.22	\$ 40.69	96.250%
Step 9	\$ 35.17	\$ 36.49	\$ 37.86	\$ 39.28	\$ 40.75	\$ 42.28	100.000%
	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	

Maintenance Workers Schedule Base Rates

Year 1 \$41.20

Year 2 \$42.75

Year 3 \$44.35

Year 4 \$46.01

Year 5 \$47.73

Maintenance	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	3.750%
Step 1		\$ 28.84	\$ 29.93	\$ 31.05	\$ 32.21	\$ 33.41	70.000%
Step 2		\$ 30.39	\$ 31.53	\$ 32.71	\$ 33.93	\$ 35.20	73.750%
Step 3		\$ 31.93	\$ 33.13	\$ 34.37	\$ 35.66	\$ 36.99	77.500%
Step 4		\$ 33.48	\$ 34.73	\$ 36.03	\$ 37.38	\$ 38.78	81.250%
Step 5		\$ 35.02	\$ 36.34	\$ 37.70	\$ 39.11	\$ 40.57	85.000%
Step 6		\$ 36.57	\$ 37.94	\$ 39.36	\$ 40.83	\$ 42.36	88.750%
Step 7		\$ 38.11	\$ 39.54	\$ 41.02	\$ 42.56	\$ 44.15	92.500%
Step 8		\$ 39.66	\$ 41.15	\$ 42.69	\$ 44.28	\$ 45.94	96.250%
Step 9	\$ 39.71	\$ 41.20	\$ 42.75	\$ 44.35	\$ 46.01	\$ 47.73	100.000%

Head Mechanic Rate – no schedule

Year 1 \$43.16

Year 2 \$44.78

Year 3 \$46.46

Year 4 \$48.20

Year 5 \$50.00

Mechanic in Training MOU Rate no schedule

Year 1 \$34.76

Year 2 \$36.06

Year 3 \$37.41

Year 4 \$38.81

Year 5 \$40.27

Compensation Plan for Secretaries

Proposal from the Employer – The Employer requests a 12 step Schedule for the District Secretaries, but not for the Building Secretary and the Business Office Secretary. The Employer grants a \$5,000 first year increase for the Building Secretary but does not grant the additional increase to the Business Office Secretary. Further the Employer agrees that the Payroll Benefit Specialist position will always be placed on Step 12 of the District Secretary Position. The Employer’s plan is to keep the current plan for existing Building and Business Office Secretaries, but upon new vacancies of these positions, new hires will move to Step 1 of the District Secretary Schedule.

Proposal from the Union – The Union is proposing all Secretary positions be compensated the same, without a salary schedule, starting at a rate of \$70,151 for Year 1 of the contract for all Secretaries with a 5% increase for each of the remaining years in the contract.

Fact-Finder opinion and award for Secretary position.

The Union’s proposal to move all Secretaries to a rate of 70,151 represents a minimum first year increase of 5.4% for the current highest earning position to a 60.66% increase for the lowest paid secretary. The Employer while recognizing some disparity in salaries exists, makes an adjustment to the Building Secretaries, but not the Business Office Secretary. The Employer acknowledges that the Payroll Benefits position should remain on Step 12 of the District Secretary Schedule.

The Factfinder proposes to begin the shift of all District Secretaries to one 9-step Schedule now. Building Secretaries will begin on Step 1 of this new schedule, while the Business Office Secretary will begin on Step 5. All new secretary positions will begin on Step 1 of the contract except for Payroll/Benefits which will start on Step 12 of this contract. A 3.75% increase will be added to each step for each new year of the contract. This schedule will follow the same path as the one proposed for the Custodial/Grounds/Maintenance group. Each employee will receive a 1 step increment for each year of the contract. Under the Employers proposal, it is their wish to move all secretaries to one salary schedule. The Factfinder started the process now. By utilizing this salary schedule as presented, building secretaries and business office secretaries are included into the same schedule as all other secretaries. This move should also benefit the Union. While their proposal is to move everyone to the top rate immediately, the proposed offer provides a path for that to happen. The salary schedule option with step movement increases the overall increases to Secretary positions below the top step above the 3.75% given to the tops step employees.

District Secretary	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	
Step 1		\$ 48,291.27	\$ 50,102.19	\$ 51,981.02	\$ 53,930.31	\$ 55,952.70	70.000%
Step 2		\$ 50,878.30	\$ 52,786.24	\$ 54,765.72	\$ 56,819.43	\$ 58,950.16	73.750%
Step 3		\$ 53,465.33	\$ 55,470.28	\$ 57,550.42	\$ 59,708.56	\$ 61,947.63	77.500%
Step 4		\$ 56,052.36	\$ 58,154.33	\$ 60,335.12	\$ 62,597.68	\$ 64,945.09	81.250%
Step 5		\$ 58,639.40	\$ 60,838.37	\$ 63,119.81	\$ 65,486.81	\$ 67,942.56	85.000%
Step 6		\$ 61,226.43	\$ 63,522.42	\$ 65,904.51	\$ 68,375.93	\$ 70,940.03	88.750%
Step 7		\$ 63,813.46	\$ 66,206.47	\$ 68,689.21	\$ 71,265.05	\$ 73,937.49	92.500%
Step 8		\$ 66,400.49	\$ 68,890.51	\$ 71,473.91	\$ 74,154.18	\$ 76,934.96	96.250%
Step 9	\$ 66,494.00	\$ 68,987.53	\$ 71,574.56	\$ 74,258.60	\$ 77,043.30	\$ 79,932.42	100.000%

For the position of Technology, the Employer proposes a 2.3% increase for each year of the contract. The Union proposes a first-year rate jump to \$60,320, up from \$48,690. This is an increase of \$11,630 in the first year plus a 5% increase each year after.

While the Factfinder is sympathetic to the market rates for technology employees, an 11K jump in one year is not something he is willing to do. For year 1, the Factfinder proposes a \$1500 pay increase plus 3.75% increase in year 1, then a 3.75% increase during the remainder of the contract period.

Technology	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	
Rate	\$ 48,690.00	\$ 52,072.13	\$ 54,024.83	\$ 56,050.76	\$ 58,152.66	\$ 60,333.39	103.750%

For the position of Paraprofessionals, the Employer proposes an increase of 2.3% for each year of the contract. The Union proposes a first-year rate jump to \$30 an hour up from a low rate of \$22.64 for paraprofessionals regardless of classification. This is a \$7.36 increase in year 1, plus a 5% increase in the remaining years of the contract.

While the Factfinder is sympathetic to the market rates for paraprofessional employees, a \$7 dollar an hour jump in one year is not something he is willing to do. For year 1, the Factfinder proposes a .75 cent hourly rate jump plus 3.75% increase in year 1, then a 3.75% increase during the remainder of the contract period. The Factfinder will retain the current positions within the contract.

Paraprofessionals	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	
Highly Qualified	\$ 21.33	\$ 22.91	\$ 23.77	\$ 24.66	\$ 25.58	\$ 26.54	103.750%
Highly Qualified with 10yrs serv	\$ 22.64	\$ 24.27	\$ 25.18	\$ 26.12	\$ 27.10	\$ 28.12	103.750%
Associates Degree	\$ 23.53	\$ 25.19	\$ 26.14	\$ 27.12	\$ 28.13	\$ 29.19	103.750%
Nurse Assistant	\$ 24.10	\$ 25.78	\$ 26.75	\$ 27.75	\$ 28.79	\$ 29.87	103.750%

Association Issue #10: Retirement Benefits

Association Position

- Increase retirement increment after (ten) 10 years service from \$1000 plus \$40 per year to \$1500 to \$250 per year
- Increase sick day buy out from \$60 per day to \$100 per day and remove cap of 200 days.
- After 20 years' service, provide health insurance for employee and spouse at age of 55 through Medicare eligibility (down from age 61 and up from individual coverage only)
- Remove requirement to cash in 75 sick days to receive health insurance benefits.

District Position:

Status Quo, no change to retirement.

Fact Finder opinion and award:

- Increase retirement increment after (ten) 10 years' service from \$1000 plus \$40 per year to \$1500 to \$60 per year.
- Increase sick day buy out from \$60 per day to \$80 per day, capped at 200 days.

Association Issue #11: Health Care Buyout

Association Position:

Increase maximum buyout from \$4,200 per year to \$5,000 per year.

District Position:

Status Quo

Fact Finder opinion and award:

Increase maximum buyout from \$4,200 per year to \$5,000 per year.

Association Issue #12: Lead Positions

Association Position: Select Lead Custodian, Head Mechanic, Head Maintenance and Lead Grounds by most senior qualified candidate. Add designation of Lead Grounds with a \$1.00 per hour differential, the same differential as Lead Custodian.

Fact Finder opinion and award:

The district may establish six (6) lead custodian bargaining unit positions as follows: two high school (one daylight, one evening); two middle school (one daylight, one evening); and one per elementary school. Such positions shall be appointed to the most senior employee among those who volunteer for such position among those custodians who already bid and were awarded the shift/building by seniority. The most senior mechanic, maintenance, and grounds employee who volunteers shall be appointed as the Head Mechanic, Head Maintenance, and Lead Grounds.

Association Issue #13: Paraprofessional Bidding

Association Position: Hold bid meeting in person with virtual option. Include grade level and assignment in vacancy posting where it is not identifying of one student.

District Position: No, proposes to revise bidding to eliminate bidding each year.

Fact Finder opinion and award:

All paraprofessional positions will be posted annually on August 15 th. Postings shall include grade level(s) (i.e., K-2, 3-4, 5-6, 7-8), assignment (i.e., PCA, instructional paraeducator, learning support, life skills, RAC room, or ABA). Copies of the positions that are known at this time will be available at the Director of Special Education's office at least one week prior to the meeting which shall be held in person with a virtual option for those unable to attend in person.

Association Issue #14: Paraprofessional Summer Work

Association Position: Association proposes the addition of one (1) sick day and one (1) floating holiday for special education paraprofessionals who work an additional month for the Extended School Year (ESY) summer program.

District Position; Status Quo, no additional sick day or floating holiday.

Fact Finder opinion and award:

The association has made a compelling case. This would help fill the positions that cannot be filled due to lack of interest. The language will be as such:

Openings for ESY and other paraprofessional summer work shall be posted for 10 days prior to the end of the school year. Summer work for paraprofessionals shall be awarded by seniority in accordance with this Article. Paraprofessionals who work ESY shall receive one additional sick day and floating holiday.

Association Issue #15: Sick Leave for Part-Time Employee

Association Position: Include language that states the current sick leave accrual rate that part time employees receive.

District Position: Not sure.

Fact Finder opinion and award:

The fact finder recommends the following language.

Article VI

Sick Leave

A. All fulltime employees shall be credited with one sick leave day per month worked up to a maximum of twelve (12) sick leave days and all part-time employees shall be credited with one-half sick leave day per month worked up to a maximum of six (6) sick leave days each year. The unused portion of this leave shall continue to accumulate indefinitely, and there shall be no limit on the number of accumulated sick leave days taken at one time. Up to ten (10) sick leave days may be used in a school year for an illness in the immediate family (spouse or child), or to care for the employee's mother, father, mother-in-law or father-in-law. If an employee uses more than ten (10) days of sick leave for family illness per year, the employee shall provide documentation for the need for the family leave.

Association Issue #16: ABA Stipend

Association Position: Pay a stipend of \$300 per year for paraprofessionals that are ABA certified.

District Position: No.

Fact Finder opinion and award:

This is the minimum payment for the work it takes to complete such training. This training benefits the district. The fact finder recommends adopting the following.

Article XIX

Miscellaneous Provisions

E. Conference Reimbursement

New Section:

Paraprofessionals who complete ABA training shall receive a stipend of \$300 per year.

District Issue #2: Vacancy Postings

District Position: District proposes making postings electronically only and reduce postings from ten (10) days to five (5) days.

Association Position: Agree to reduce postings to seven (7) days but continue to post vacancy postings on bulletin boards and electronically.

Fact Finder opinion and award:

The following is the determination of the fact finder.

- (A). 6. Vacancies that are to be filled shall be posted on all bulletin boards and electronically for not less than ten (10) seven (7) working days. Responsibilities, qualifications and hours of work shall be included on the posting. Such positions shall be filled within thirty (30) days of the initial date of posting if a qualified employee makes application. Once the vacancy is filled, the employee shall have exclusive rights to the new job classification with the designated building and shift assignment.
7. Employees desiring to transfer to such jobs shall submit a bid electronically. The senior qualified employee shall be given the position.

District Issue #3: Compensatory Time

District Position: District proposes further reducing the compensatory time accumulation to only 40 hours (down from 80 hours).

Association Position: Status Quo

Fact Finder opinion and award:

Contract Language:

Article III

Hours of Work

b. Compensatory Time

The District shall be authorized, at the request of the bargaining unit employee, to pay overtime in compensatory time at a rate not less than one and one half (1 1/2) hours for each hour of overtime worked, rather than in cash, to a maximum of 80. Any employee who has accumulated overtime may request compensatory time, and the time shall be given within a reasonable amount of time so long as it does not unduly disrupt the District's operations upon the following conditions:

1. Those employees who have accumulated compensated time shall be permitted to utilize the compensatory time by July 1, 2020.
2. They may not accrue any additional hours until the balance is below eighty (80) hours and the balance can be maintained at eighty (80) hours.
3. Employees must provide at least forty-eight (48) hours of their request to use compensatory time.

Upon termination of employment, payment for accrued compensatory time shall be calculated at the average regular rate of pay for the final three (3) years of employment.

District Issue #4: Physician Verification

Association Position: Status Quo, contract already provides for a physician note if requested by District.

Fact Finder opinion and award:

It is not uncommon for this request. It verifies that the sick time is not being taken advantage of by any employee. The following is the fact finders award.

Contract Language:

Article VI

Sick Leave

- D. The District may require a doctor's verification of illness in instances of suspected abuse.

However, the District will not act arbitrarily or capriciously. Doctor's verification will be required for any absence greater than three (3) consecutive days in length.

District Issue #5: Mechanics Shifts

District Position: District proposes adjusting mechanic shifts.

Association Position: Status quo, but adjust summer hours to 6:30 AM – 3:00 PM.

Fact Finder opinion and award:

The district did not have a compelling reason for changing the shifts. The Shifts time will remain status quo.

District Issue #7: Vacation Scheduling

District Position: District proposes to limit usage of vacation days from 18 months to 12 months.

Association Position:

Status Quo, keep 18-month scheduling period.

Fact Finder opinion and award:

Because of some of the stipulations concerning when employees can and cannot take vacation time, the fact finder determined it is necessary to keep the 18-month window for usage of vacation.

District # 9: Hours of Work (Shifts)

District Position: District proposes the removal of all defined custodial location and shifts in Appendix A of the contract

Association Position: No, Status Quo, maintain the custodial location and shifts in Appendix A of the contract.

Fact Finder opinion and award:

This would be an extensive change in work schedules creating ambiguity for both sides. The fact finder finds it necessary to maintain the custodial location and shifts in Appendix A of the contract.

District Issue #10: Health Insurance

Association Position: Employees currently pay \$40.13 per month for individual coverage and \$100 per month for multiparty coverage.

Association proposes increasing health insurance by \$5.00 per month for individual insurance and \$10.00 per month each year of the contract, not to exceed what the teachers' pay. Employees pay the difference between the EPO to the PPO

District Position: Raise health insurance to 10% of the premium per month plus the difference between the EPO and the PPO.

Fact Finder opinion and award:

The association makes a valid point concerning the teachers' contributions. The association proposes increasing health insurance by \$5.00 per month for individual insurance and \$10.00 per month each year of the contract, not to exceed what the teachers' pay. The fact finder finds this reasonable and that the following will be the contract language.

Article IX

Fringe Benefits

A. Health Insurance

2023-24: \$40.13 Individual, \$100 multi-party (plus difference between EPO and PPO)

2024-25: \$45.13 Individual, \$110 (plus difference between EPO and PPO)

2025-26: \$50.13 Individual, \$120 multi-party (plus difference between EPO and PPO)

2026-27: \$55.13 Individual, \$130 multi-party (plus difference between EPO and PPO)

2027-28: \$60.13 Individual, \$140 multi-party premium (plus difference between EPO and PPO)