

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF THE EMPLOYEES OF :

: CASE NO.: ACT 88-12-10-E

CENTRAL COLUMBIA SCHOOL DISTRICT :

.....:

REPORT OF FACT FINDER

REPRESENTATIONS

The hearing by the Fact Finder was held at the administration offices of the Central Columbia School District in Bloomsburg Pennsylvania. At the hearing the School District was represented by Attorney Benjamin L. Pratt of the CGA Law Firm. The Superintendent of the District, Harry C. Mathias, Jr., and some members of the Board of School Directors were present at the hearing. Attorney Virginia M. Cowley, of the legal staff of the Pennsylvania State Education Association, represented the Central Columbia Educational Support Personnel Association. Several members of the represented unit also attended the hearing.

STATEMENT OF CASE

For several months, the parties had been negotiating a successor contract to the three year agreement which terminated on June 30, 2011. When the fact finding process was requested the District submitted twelve unresolved items to be considered at the hearing. The Association reported six subjects which were still in dispute. By the time of this hearing the parties had resolved all but three matters.

DISCUSSION AND RECOMMENDATIONS

1. Contribution by Employee Toward the Cost of Insurance Premium

The expired contract required a contribution from each employee of four and one-half (4.5) percent of the medical and hospital insurance premium each pay period for the 2008-09 year, five (5.0) percent for the 2009-10 year, and five and one-half (5.5) percent for the 2010-11 year. The District requested that the percentage be increased by one-half of one percent for each of the three years of the new contract.

Several of the geographically surrounding school districts require employee contributions toward health care insurance premium costs. Although they vary in amount and formula computation, the increase requested by Central Columbia does not equal or exceed the amount charged in all of these districts. The percentage requested has not been shown to be excessive. Accordingly the following recommendation is given.

Recommendation

The co-premium payment toward hospital and medical insurance cost shall be five and one-half (5.5) percent for the 2011-12 year, six (6.0) percent for the 2012-13 year, and six and one-half (6.5) percent for the year 2013-14.

2. Elimination Of The Requirement To Provide Dental Insurance And Vision Insurance For Newly Hired Employees

The recently expired contract requires that “the employer agrees to provide full family visual coverage comparable to the plan in effect at the time of this agreement.” The contract also requires the employer “to provide full family coverage for a basic and supplemented dental plan comparable to the plan in effect at the time of this agreement.” The District proposed that these benefits not be given to any newly hired employees. The District has made this proposal as a cost saving measure to limit their long term financial liability. The Association objects to splitting its membership benefits which it says would create a two tier class of employees. As argued by the District, members now enjoy different benefits based upon their time of service and their type and quality of work skills. Considering their skills and length of service, numerous employees share various advantages. The denial of dental and vision insurance to employees hired in the future will not establish any insurmountable problems to the Association. It appears that the cost savings to the District outweighs any possible inconvenience .

Recommendation

Effective with the school year 2013-14 the District will no longer provide full family visual insurance coverage and full family basic and supplemented dental insurance coverage to newly hired employees.

3. Wages

The Association requested an hourly increase in wages of seventy (70) cents for each of the three years of the contract. The District offered three successive increases of twenty-five (25) cents the first year, thirty (30) cents in the second year, and thirty-five (35) cents for the third year of the agreement. Although negotiations resulted in several changes in the amounts offered and demanded the Association and the District failed to agree on an acceptable wage increase. There was no evidence that the Association members were grossly underpaid or that their services were unworthy of an increase in wages. On the contrary the only question was the amount to be paid. The employer felt that its offer must be determined by its obligation to control the expenses of the District without excessively imposing financial hardship on the taxpayers. Although substantial reserves of District funds have been established, the majority of these amounts are already committed to existing needs. The mere existence of funds does not justify their usage. The desire of the District to be economical does not, however, negate its obligation to improve the wages of its employees so that their earnings are competitive with employees in surrounding communities and the quality of their performance.

Recommendation

The hourly salary increment for employees for the year 2011-12 should be increased by thirty-five (35) cents, for the year 2012-2013 it should be increased by forty (40) cents and for the year 2013-2014 it should be increased by forty (40) cents.

Dated: May 21, 2012

---

John J. Dunn, Sr., Esquire  
Fact Finder