

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and
	(Recommendations
Between	(
	(
Jamestown Area School District	(
	(Case No. ACT 88-14-29-W
and	(
	(Date of Hearing: November 24, 2014
Jamestown Area Education Association, PSEA, NEA	(Date of Report: December 1, 2014

William J. Miller, Jr.
Fact-Finder

For the District:	Mark T. Wassell, Esq. Knox McLaughlin Gornall & Sennett 120 West Tenth Street Erie, PA 16501
For the Association:	Corry Schachern, UniServ Representative PSEA 3033 New Butler Road New Castle, PA 16105

Background

By letter dated October 21, 2014, the Pennsylvania Labor Relations Board (PLRB), pursuant to Act 88 of 1992 (Act 88) and the Public Employer Relations Act (PERA), appointed the undersigned as Fact-Finder in the impasse between the Jamestown Area School District (hereafter referred to as the “District”) and the Jamestown Area Education Association, PSEA/NEA (hereafter referred to as the “Association”). The Association represents a unit of approximately 46 bargaining unit teachers, who work for the District, located in Jamestown, Pennsylvania.

The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the “Agreement”) which was effective by its terms from July 1, 2008 to June 30, 2014. The parties met numerous times for purpose of negotiating a successor Agreement, but were unable to reach agreement on a number of issues raised during the course of bargaining. As a result, a Request for Fact-Finding was initiated by the parties. The parties notified the Fact-Finder of tentative agreements that have been reached in the course of bargaining.

In accordance with the Board’s Order, the parties filed written statements of the issues in dispute with the Fact-Finder involving the following issues:

Term of Agreement

Mandatory Attendance at Graduation Ceremony

Premium Sharing for Family Coverage

Wages

Early Retirement Incentive

On November 24, 2014 a formal fact-finding hearing was held in Jamestown, Pennsylvania before the undersigned. During the hearing, both parties were afforded a full opportunity to present testimony, examine and cross examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

Numerous Executive Session discussions were held. Through these discussions, this Fact-Finder was given a thorough understanding of each party’s position on the outstanding issues.

To arrive at the following recommendations, this Fact-Finder relied upon, among other things, the following criteria:

The reliable and credible testimony provided, the evidence presented at the Fact-Finding Hearing and further clarifications given to questions of this Fact-Finder during Executive Session discussions.

The expiring collective bargaining agreement.

Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.

The interest, welfare of taxpayers, and the ability of the District to finance and administer the issues proposed.

The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the Agreement created through this process.

ISSUES IN DISPUTE AND RECOMMENDATIONS

Term of the Agreement

Association Position:

It is the position of the Association that it would prefer a four year Agreement. The basis for this position, according to the Association, is to provide an Agreement which recognizes the financial position of the District, and in doing so would provide for step freezes in two of the four years of the Agreement. The Association believes this position would provide a fair resolution for the District and also for members of the bargaining unit.

District Position:

The District takes the position that it would be more appropriate to have a three year Agreement rather than a four year Agreement. The District would point out that due to the uncertainty with State funding and the potential issues with the retirement system, it would be better not to commit to a four year term. The District believes a three year term would provide the District with a better opportunity to properly allocate its financial resources for the long term.

Recommendation:

I have carefully considered the positions of the parties regarding the length of the Agreement. While I understand the Association's position to extend the Agreement for a four year period of time, I believe with the uncertainty regarding State funding, that it would be more appropriate to have a three year Agreement. This would give the District a better opportunity to determine its long term funding and spending requirements, and would, in the long run, provide a better opportunity for the District to provide fair wages and benefits to the teachers. Therefore, I would recommend a three year Agreement.

Mandatory Attendance at Graduation Ceremony

District Position:

The District proposes a revision of Article V, A of the Agreement, which will require mandatory attendance by teachers at the graduation ceremonies. The District proposes that if not in attendance, the employee will be charged with one half of a sick day or personal day. Furthermore, the employee will not be permitted to take a personal day on the evening of graduation. The District further would point out the obligation to attend graduation would only apply if the ceremony is held Monday through Friday.

Association Position:

It is the position of the Association that there is no need to alter the Agreement and provide for the requirement of teachers attending graduation ceremonies. If required to attend, the Association proposes that those in attendance be provided with one half sick day or one half personal day.

Recommendation:

I clearly understand the position of the District regarding this issue, and the desire to have teachers attend graduation ceremonies. However, to require such attendance would provide an increase in the work year for teachers, and might require either an increase or decrease in personal time. It would be my opinion to provide a statement in the Agreement which reads as follows:

“The District and Association recommend that all teachers attend the annual graduation ceremonies, and that the only reason for teachers not being in attendance is for a valid personnel reason.”

Premium Sharing for Family Coverage**District Position:**

It is the District’s position that premium share for family coverage needs to increase during the term of the Agreement. Specifically, the following premium share is proposed:

July 1, 2014	\$65 per month
July 1, 2015	\$70 per month
July 1, 2016	\$75 per month

Association Position:

The Association would be agreeable to premium share increases for family coverage, but such increases should be as follows:

2014-2015	\$40 per month
2015-2016	\$45 per month
2016-2017	\$50 per month
2017-2018	\$55 per month

Recommendation:

I am cognizant of the discussion that has been occurring within the Health Care consortium related to the possibility of providing changes in utilization requirements, which would have the effect of lowering health care costs for the District. This process and implementation would be appropriate, to help combat the continual rise in health care costs. Notwithstanding the foregoing approach, I believe it is still necessary to provide a reasonable increase in premium sharing by employees. Therefore, I would propose the following premium share for family coverages:

July 1, 2014	\$50 per month
July 1, 2015	\$55 per month
July 1, 2016	\$60 per month

Wages**Association Position:**

The Association proposes the following wage increases:

Year	Increment	Increase at Step	Step Longevity	Total Increase
2014-2015	Step Freeze 0%	\$900 1.80%	Step 14-665 1.06%	2.86%
2015-2016	Step Movement	\$78 0.18%	None	3.13%
2016-2017	Step Freeze 0%	\$900 1.69%	Step 10-\$260=0.31% Step 14-\$615=0.86% 1.17%	2.86%
2017-2018	Step Movement 2.19%	\$114 0.20%	None	2.99%

District Position:

The District proposes that columns be eliminated and steps be added, resulting in the following increases:

Effective July 1, 2014	2.42%
Effective July 1, 2015	2.23%
Effective July 1, 2016	2.76%

Recommendation:

Effective July 1, 2014 the salary schedules are proposed as contained in Appendix A to this report.

Early Retirement Incentive**Association Position:**

The Association requests the following changes in the existing program:

1. Eligibility. Reduce the service requirement to 15 years of credited service under PSERS.
2. For the term of this Agreement the District shall offer individual or spousal coverage for five years for any member who retires from the District and PSERS during the term of the Agreement. The benefit shall sunset when this Agreement expires, and the previous benefit level of \$30,000 to be used by the employee for the payment of health insurance premiums shall go into full force and effect.

District Position:

The District proposes there should be no change with the present language of the Agreement.

Recommendation:

It is recommended that the amount of money to be provided for health insurance for employees who may retire early under the Agreement shall be a maximum of \$40,000. To become operative, employees who intend to retire during the term of this Agreement must provide their irrevocable intention to retire no later than September 1, 2015. This understanding between the parties, should be made as a separate Memorandum of Understanding, not included in the Agreement, and shall expire on the last day of this Agreement.

CONCLUSION

In conclusion, the parties are directed to review the Fact-Finding report and within ten (10) calendar days from the date of the issuance of this report to inform the Pennsylvania Labor Relations Board and each other if they accept or reject this report.

Confidentiality of the report should be maintained during the ten-day consideration period and until officially released for publication by the Board in the event of a rejection.

The Fact-Finder submits the Findings and Recommendations as set forth herein.

William J. Miller, Jr.
Fact-Finder
Ligonier, Pennsylvania

Issued: December 1, 2014

APPENDIX A

Salary Schedule 2014-2015

Steps From Top	Step Number	Bachelor	B+12	B+18	B+24	B+30	B+36	Meq	M	M+6	M+12	M+18	M+24	M+30
14	1	38,170	38,395	38,620	39,609	39,834	40,059	40,659	41,034	41,259	41,484	41,709	41,934	42,159
13	2	39,171	39,396	39,621	40,863	41,088	41,313	41,913	42,288	42,513	42,738	42,963	43,188	43,413
12	3	39,671	39,896	40,121	41,363	41,588	41,813	42,413	42,788	43,013	43,238	43,463	43,688	43,913
11	4	40,171	40,396	40,621	41,863	42,088	42,313	42,913	43,288	43,513	43,738	43,963	44,188	44,413
10	5	41,171	41,396	41,621	42,863	43,088	43,313	43,913	44,288	44,513	44,738	44,963	45,188	45,413
9	6	42,471	42,696	42,921	44,163	44,388	44,613	45,213	45,588	45,813	46,038	46,263	46,488	46,713
8	7	44,471	44,696	44,921	46,163	46,388	46,613	47,213	47,588	47,813	48,038	48,263	48,488	48,713
7	8	46,071	46,296	46,521	47,763	47,988	48,213	48,813	49,188	49,413	49,638	49,863	50,088	50,313
6	9	48,171	48,396	48,621	49,863	50,088	50,313	50,913	51,288	51,513	51,738	51,963	52,188	52,413
5	10	51,544	51,769	51,994	53,236	53,461	53,686	54,286	54,661	54,886	55,111	55,336	55,561	55,786
4	11	52,044	52,269	52,494	53,736	53,961	54,186	54,786	55,161	55,386	55,611	55,836	56,061	56,286
3	12	54,244	54,469	54,694	55,936	56,161	56,386	56,986	57,361	57,586	57,811	58,036	58,261	58,486
2	13	57,244	57,469	57,694	58,936	59,161	59,386	59,986	60,361	60,586	60,811	61,036	61,261	61,486
1	14	60,744	60,969	61,194	62,379	62,604	62,829	63,429	63,804	64,029	64,254	64,479	64,704	64,929
Top	15	65,877	66,102	66,327	66,552	66,777	67,002	67,602	67,977	68,202	68,427	68,652	68,877	69,102

Salary Schedule 2015-2016

Steps From Top	Step Number	Bachelor	B+12	B+18	B+24	B+30	B+36	Meq	M	M+6	M+12	M+18	M+24	M+30
14	1	38,839	39,064	39,289	41,044	41,269	41,494	42,094	42,469	42,694	42,919	43,144	43,369	43,594
13	2	40,097	40,322	40,547	43,192	43,417	43,642	44,242	44,617	44,842	45,067	45,292	45,517	45,742
12	3	40,597	40,822	41,047	43,692	43,917	44,142	44,742	45,117	45,342	45,567	45,792	46,017	46,242
11	4	41,097	41,322	41,547	44,192	44,417	44,642	45,242	45,617	45,842	46,067	46,292	46,517	46,742
10	5	42,097	42,322	42,547	45,192	45,417	45,642	46,242	46,617	46,842	47,067	47,292	47,517	47,742
9	6	43,397	43,622	43,847	46,492	46,717	46,942	47,542	47,917	48,142	48,367	48,592	48,817	49,042
8	7	45,397	45,622	45,847	48,492	48,717	48,942	49,542	49,917	50,142	50,367	50,592	50,817	51,042
7	8	46,997	47,222	47,447	50,092	50,317	50,542	51,142	51,517	51,742	51,967	52,192	52,417	52,642
6	9	49,097	49,322	49,547	52,192	52,417	52,642	53,242	53,617	53,842	54,067	54,292	54,517	54,742
5	10	51,604	51,829	52,054	54,700	54,925	55,150	55,750	56,125	56,350	56,575	56,800	57,025	57,250
4	11	52,104	52,329	52,554	55,200	55,425	55,650	56,250	56,625	56,850	57,075	57,300	57,525	57,750
3	12	54,304	54,529	54,754	57,400	57,625	57,850	58,450	58,825	59,050	59,275	59,500	59,725	59,950
2	13	57,304	57,529	57,754	60,400	60,625	60,850	61,450	61,825	62,050	62,275	62,500	62,725	62,950
1	14	60,804	61,029	61,254	63,765	63,990	64,215	64,815	65,190	65,415	65,640	65,865	66,090	66,315
Top	15	66,360	66,585	66,810	67,035	67,260	67,485	68,085	68,460	68,685	68,910	69,135	69,360	69,585

Salary Schedule
2016-2017

Steps From Top	Step Number	Bachelor	B+12	B+18	B+24	B+30	B+36	Meq	M	M+6	M+12	M+18	M+24	M+30
14	1	39,529	39,754	39,979	42,522	42,747	42,972	43,572	43,947	44,172	44,397	44,622	44,847	45,072
13	2	40,029	40,254	40,479	43,022	43,247	43,472	44,072	44,447	44,672	44,897	45,122	45,347	45,572
12	3	40,529	40,754	40,979	43,522	43,747	43,972	44,572	44,947	45,172	45,397	45,622	45,847	46,072
11	4	41,029	41,254	41,479	44,022	44,247	44,472	45,072	45,447	45,672	45,897	46,122	46,347	46,572
10	5	42,029	42,254	42,479	45,022	45,247	45,472	46,072	46,447	46,672	46,897	47,122	47,347	47,572
9	6	43,329	43,554	43,779	46,322	46,547	46,772	47,372	47,747	47,972	48,197	48,422	48,647	48,872
8	7	45,329	45,554	45,779	48,322	48,547	48,772	49,372	49,747	49,972	50,197	50,422	50,647	50,872
7	8	46,929	47,154	47,379	49,922	50,147	50,372	50,972	51,347	51,572	51,797	52,022	52,247	52,472
6	9	49,029	49,254	49,479	52,022	52,247	52,472	53,072	53,447	53,672	53,897	54,122	54,347	54,572
5	10	51,600	51,825	52,050	54,593	54,818	55,043	55,643	56,018	56,243	56,468	56,693	56,918	57,143
4	11	52,100	52,325	52,550	55,093	55,318	55,543	56,143	56,518	56,743	56,968	57,193	57,418	57,643
3	12	54,300	54,525	54,750	57,293	57,518	57,743	58,343	58,718	58,943	59,168	59,393	59,618	59,843
2	13	57,300	57,525	57,750	60,293	60,518	60,743	61,343	61,718	61,943	62,168	62,393	62,618	62,843
1	14	60,800	61,025	61,250	63,664	63,889	64,114	64,714	65,089	65,314	65,539	65,764	65,989	66,214
Top	15	66,360	66,585	66,810	67,035	67,260	67,485	68,085	68,460	68,685	68,910	69,135	69,360	69,585