

## In the Matter of Fact-Finding

Between

# Ringgold School District

and

Ringgold Education Association,  
PSEA/NEA

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# Fact-Finding Report and Recommendations

Case No. ACT 88-14-14-W

Date of Hearing: May 15, 2014

Date of Report: May 20, 2014

Michelle Miller-Kotula  
Fact-Finder

**For the District:**

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**For the Association:**

Alisa M. Compeau  
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PSEA  
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## Background

By letter dated April 10, 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 Ringgold School District (hereafter referred to as the “District”) and Ringgold Education Association, PSEA/NEA (hereafter referred to as the “Association”). The Association represents a unit of approximately 217 bargaining unit teachers. The District includes the City of Monongahela, Boroughs of Donora, Finleyville and New Eagle and the Townships of Carroll, Union and Nottingham, located in Washington County, 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 “CBA”) which was effective by its terms September 1, 2011 to August 31, 2013. The parties began formal negotiations on January 8, 2013 and met approximately sixteen times. A number of tentative agreements were reached by the parties, but they were unable to reach agreement on all issues raised during the course of bargaining. As a result, a Request for Fact-Finding was initiated by the Association.

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

## Article IX.G Coaching Positions

## Article XIX.B Salary Schedule

## Article XIX.G Health Care Insurance

**Article XX** **Duration**

On May 15, 2014, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in New Eagle, Pennsylvania. 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.

Executive Session discussions were held between the parties. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues. The parties also informed the Fact-Finder of tentative agreements that were reached.

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 expired collective bargaining agreement.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and 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 CBA created through this process.

## **ISSUES IN DISPUTE AND RECOMMENDATIONS**

### **ARTICLE IX.G – Coaching Positions**

#### **Association Position:**

The Association proposes to maintain the current CBA language providing for it to collectively bargain over not only the various positions, but the minimum salary assigned to each. The Association notes this issue was raised by the District.

The Association takes the position athletic activities are one of the most positive experiences of a student's school career. Coaches are critical in the lives of their athletes and having the best possible individuals in coaching positions is critical to the student athletes' success. Negotiating a minimum salary for the individuals who are willing to devote the time and energy necessary to mentor kids through athletics is essential. Coaching impacts several of the bargaining unit members. The Association suggests to maintain the same CBA language that has been in effect, to remain in effect; having coaching positions included as part of the supplemental and extracurricular duties.

#### **District Position:**

The District proposes that all coaching positions be removed from the Agreement. The District is not proposing any increase in any extracurricular positions within the four corners of the CBA.

The District points out more and more coaching positions are being filled by non-bargaining unit members. There are 71 coaching positions of which only 25 are held by the bargaining unit.

The District should have the ability to deal with the coaching positions outside the CBA. In addition as it relates to Title IX issues that occasionally arise, it is easier to address those issues on a case-by-case basis.

#### **Recommendation:**

This Fact-Finder recommends for the Coaching Positions to remain in the Agreement.

### **ARTICLE XIX.B – SALARY SCHEDULE**

#### **Association Position:**

The Association submits the following salary proposal:

YEAR	DESCRIPTION	TOTAL % RAISE	INCREMENTAL RAISE	TOTAL NEW MONEY
2013-2014	Step Movement only – no on scale increase	1.78%	1.78%	\$181,959
2014-2015	Step Movement only – no on scale increase	2.10%	2.10%	\$218,048
2015-2016	Restructure Schedule	5.47%	2.41%	\$581,514
2016-2017	Average Total Raise of Previous Three Years	3.13%	2.94%	\$350,600

The Association's Salary position attempts to accomplish the following:

1. Provide step movement to each member of the bargaining unit who is moving through the schedule in accordance with the language in Article XIX.D.1.
2. The Association recognizes the huge bump step between steps 18 and 19 has continued to grow. Restructuring the salary schedule in year 3 of the proposal is an attempt to fix the bump step and prevent huge expenses for the District in future CBA's.
3. The Association proposes for the schedule to be frozen at the 2012-2013 rates for both years 1 and 2 of the CBA and that members receive only movement from one step to the next on the 2012-2013 scale. This allows the District to provide small salary increases in years 1 and 2 so in year 3 more money can be spent to restructure the schedule.
4. To prevent step 19 from getting larger and creating an even bigger bump step, the Association proposes a \$500 off schedule longevity bonus for those bargaining unit members who are already on step 19. This bonus would be provided in years 2 and 4 of the proposed CBA.

The Association states its proposal is fair, reasonable and affordable to the District. The Association points out on April 24, 2014 it has agreed to increase the amount of time per day its members work and time is a significant value. It is the Association's contention it is proposing to freeze the schedule for two years and its members would not receive on scale raises until year three of the CBA. The Association argues restructuring the schedule is critical to the District's long term sustainability. The District can afford the Association's proposal. It is also noted by the Association its members have taken two wage freezes in recent years, in 1993 and in 2004. The Association states its proposal seeks to help the District sustain financial stability while increasing its members' salaries in a fair and equitable way and is more than reasonable.

**District Position:**

The District proposes the following:

Year 1 (2013-2014)	The District is not proposing any permanent money being added to the salary schedule. The District's offer has been a \$250 signing bonus that would not become part of permanent salary. (The District indicated to the Association it would move bargaining unit members up one step on the salary schedule from 2012-2013 to 2013-2014, however, the bargaining unit employees would maintain the same salary in 2013-2014 as they had in 2012-2013.)
Year 2 (2014-2015)	The District is proposing a \$1088 (2.3%) average increase per bargaining unit member.
Year 3 (2015-2016)	The District is proposing a \$708 (1.46%) average increase per bargaining unit member.

The District is proposing to develop a salary schedule of 20 steps in 2014-2015.

With the current salary structure in place, the District is looking at a significant PSERS increase for the 2014-2015 school year. The District's proposal envisions the concerns it has regarding expenditures in the area of healthcare, PSERS, cyber/charter education, special education and the issue surrounding its view toward renovating its school buildings.

The District notes the Association is seeking to infuse a large amount of money to rebuild the salary schedules. The District cannot afford this type of salary restructuring.

The District believes its wage and healthcare offer is fair and reasonable. It has acknowledged uncertainties in State funding, federal funding, its ability to tax, increasing health care costs, special education costs and the PSERS contributions. The District contends its position on wages should be accepted.

**Recommendation:**

This Fact-Finder recommends the following salary scales be adopted:

Yr 1	2013/2014	\$350 signing bonus (no step movement) This signing bonus would not become part of the permanent salary. The bargaining unit employees would maintain the same salary in the 2013-2014 school year as they had in 2012-2013).
Yr. 2	2014/2015	2.6% (includes increment)
Yr. 3	2015/2016	2.8% (includes increment)
Yr. 4	2016/2017	2.5% (includes increment)

The Fact-Finder also recommends to retain the salary schedule at 19 steps.

STEP	<b>2012-2013</b>			
	B.S.	MASTERS	M.S.+30	DOCTORATE
1	\$34,000	\$34,600	\$35,350	\$37,350
2	\$35,600	\$36,200	\$36,950	\$38,950
3	\$37,100	\$37,700	\$38,450	\$40,450
4	\$38,500	\$39,100	\$39,850	\$41,850
5	\$39,900	\$40,500	\$41,250	\$43,250
6	\$40,400	\$41,000	\$41,750	\$43,750
7	\$40,900	\$41,500	\$42,250	\$44,250
8	\$41,400	\$42,000	\$42,750	\$44,750
9	\$41,900	\$42,500	\$43,250	\$45,250
10	\$42,400	\$43,000	\$43,750	\$45,750
11	\$44,600	\$45,200	\$45,950	\$47,950
12	\$46,150	\$46,750	\$47,500	\$49,500
13	\$47,700	\$48,300	\$49,050	\$51,050
14	\$48,950	\$49,550	\$50,300	\$52,300
15	\$50,450	\$51,050	\$51,800	\$53,800
16	\$53,992	\$54,592	\$55,342	\$57,342
17	\$55,507	\$56,107	\$56,857	\$58,857
18	\$56,925	\$57,525	\$58,275	\$60,275
19	\$74,758	\$75,758	\$76,508	\$78,508

**2013-2014**

STEP	B.S.	MASTERS	M.S.+30	DOCTORATE
1	\$34,000	\$34,600	\$35,350	\$37,350
2	\$34,000	\$34,600	\$35,350	\$37,350
3	\$35,600	\$36,200	\$36,950	\$38,950
4	\$37,100	\$37,700	\$38,450	\$40,450
5	\$38,500	\$39,100	\$39,850	\$41,850
6	\$39,900	\$40,500	\$41,250	\$43,250
7	\$40,400	\$41,000	\$41,750	\$43,750
8	\$40,900	\$41,500	\$42,250	\$44,250
9	\$41,400	\$42,000	\$42,750	\$44,750
10	\$41,900	\$42,500	\$43,250	\$45,250
11	\$42,400	\$43,000	\$43,750	\$45,750
12	\$44,600	\$45,200	\$45,950	\$47,950
13	\$46,150	\$46,750	\$47,500	\$49,500
14	\$47,700	\$48,300	\$49,050	\$51,050
15	\$48,950	\$49,550	\$50,300	\$52,300
16	\$50,450	\$51,050	\$51,800	\$53,800
17	\$53,992	\$54,592	\$55,342	\$57,342
18	\$55,507	\$56,107	\$56,857	\$58,857
19	\$74,758	\$75,758	\$76,508	\$78,508

**2014-2015**

STEP	B.S.	MASTERS	M.S.+30	DOCTORATE
1	\$34,500	\$35,100	\$35,850	\$37,850
2	\$35,000	\$35,600	\$36,350	\$38,350
3	\$35,600	\$36,200	\$36,950	\$38,950
4	\$37,100	\$37,700	\$38,450	\$40,450
5	\$38,500	\$39,100	\$39,850	\$41,850
6	\$39,900	\$40,500	\$41,250	\$43,250
7	\$40,900	\$41,500	\$42,250	\$44,250
8	\$41,400	\$42,000	\$42,750	\$44,750
9	\$41,900	\$42,500	\$43,250	\$45,250
10	\$42,400	\$43,000	\$43,750	\$45,750
11	\$42,900	\$43,500	\$44,250	\$46,250
12	\$44,600	\$45,200	\$45,950	\$47,950
13	\$46,150	\$46,750	\$47,500	\$49,500
14	\$47,700	\$48,300	\$49,050	\$51,050
15	\$48,950	\$49,550	\$50,300	\$52,300
16	\$50,450	\$51,050	\$51,800	\$53,800
17	\$53,992	\$54,592	\$55,342	\$57,342
18	\$56,000	\$56,600	\$57,350	\$59,350
19	\$75,258	\$76,258	\$77,008	\$79,008

**2015-2016**

STEP	B.S.	MASTERS	M.S.+30	DOCTORATE
1	\$35,000	\$35,600	\$36,350	\$38,350
2	\$35,500	\$36,100	\$36,850	\$38,850
3	\$36,500	\$37,100	\$37,850	\$39,850
4	\$37,100	\$37,700	\$38,450	\$40,450
5	\$38,600	\$39,200	\$39,950	\$41,950
6	\$40,000	\$40,600	\$41,350	\$43,350
7	\$41,000	\$41,600	\$42,350	\$44,350
8	\$42,000	\$42,600	\$43,350	\$45,350
9	\$42,500	\$43,100	\$43,850	\$45,850
10	\$43,000	\$43,600	\$44,350	\$46,350
11	\$43,550	\$44,150	\$44,900	\$46,900
12	\$44,450	\$45,050	\$45,800	\$47,800
13	\$46,150	\$46,750	\$47,500	\$49,500
14	\$47,700	\$48,300	\$49,050	\$51,050
15	\$49,250	\$49,850	\$50,600	\$52,600
16	\$50,500	\$51,100	\$51,850	\$53,850
17	\$53,992	\$54,592	\$55,342	\$57,342
18	\$58,000	\$58,600	\$59,350	\$61,350
19	\$75,758	\$76,758	\$77,508	\$79,508

**ARTICLE XIX.G – HEALTH CARE INSURANCE**

**Association Position:**

The Association has proposed the following healthcare premium contributions for each of the two plans the parties have agreed to offer bargaining unit members:

Intermediate Unit #1 PPO Plan C-1 (Current Plan):

Coverage Level:	Steps 1-10:	Steps 11-18:	Step 19:
Individual	\$28.50	\$44.50	\$51.50
Husband/Wife & Parent/Child(ren)	\$73.00	\$113.50	\$132.50
Family	\$77.00	\$121.50	\$142.00

Intermediate Unit #1 PPO Plan with \$200/\$400 Deductible (New Plan):

Coverage Level:	Steps 1-10:	Steps 11-18:	Step 19:
Individual	\$21.00	\$33.00	\$38.00
Husband/Wife & Parent/Child(ren)	\$54.00	\$84.00	\$98.00
Family	\$57.00	\$90.00	\$105.00

The Association points out it completed a thorough analysis of premium share provisions in other professional CBA's in Washington County and paid careful attention to the effects of increasing healthcare premium payments on the overall compensation of employees. The Association points out the Intermediate Unit #1 Healthcare Trust has managed to continue its premium rates over the years. The monthly healthcare contribution rates proposed by the Association are fair and reasonable.

The Association states it pays the largest monthly healthcare contribution rates for family coverage of all PSEA locals in Washington County in 2012-2013. The Association is proposing the same monthly healthcare contributions it currently pays for a plan deductible. Members who elect to have the PPO with a \$200/\$400 deductible will be paying more out of pocket expenses than those who elect to

keep the current PPO Plan. The District will save money for those bargaining until members who move to the deductible plan. The Association agreed to adopt a second, less rich plan to help save the District money.

The Association adamantly rejects the District's proposed spousal exclusion. Spouses and dependents have always been afforded coverage under the District's healthcare plan. It would mean tremendous difficulty in navigating the healthcare system for families. No other school district in Washington County includes spousal exclusion as part of its healthcare package.

#### **District Position:**

The District is proposing a new PPO option. (It is noted that the District and Association are in agreement on the new PPO option and what the cost would be for employees who elect the new option. The dispute between the parties is the amount that bargaining unit employees who want to retain the current PPO plan would be contributing to the plan.)

The District proposes:

Buy Up Option				Buy Up Option			
Proposed	EE	ES & EC	Family		EE	ES & EC	Family
Step 1-10	\$33	\$80	\$90	Step 1-10	\$21	\$54	\$57
Step 11-18	\$50	\$130	\$145	Step 11-18	\$33	\$84	\$90
Step 19	\$60	\$155	\$165	Step 19	\$38	\$98	\$105

The District is also recommending the following spousal language:

If a spouse of a Ringgold School District employee has group coverage available at their place of employment either as an active employee or retiree, they are not eligible to participate in the Ringgold School District medical benefit program. If the spouse becomes not eligible to participate in the benefit program at their place of employment or as a retiree, they are eligible to participate in the Ringgold School District medical program on an immediate basis without imposition of a waiting period or pre-existing condition clause.

The District states in the last 4 to 5 years it has seen its health care costs increase 14%. The premium cost is increasing 5% from 2013-2014 to 2014-2015. The Affordable Health Care Act will place additional burdens on the District. It is imperative to address the change in level of benefits within the plan. Health care costs will continue to escalate close to 10% per year.

Employees who wish to retain the current PPO should contribute more towards its costs. The District believes it made a fair salary and benefits proposal.

The District clearly believes if employees' spouses have coverage available elsewhere, then the language it proposed should be implemented.

#### **Recommendation:**

This Fact-Finder recommends for the following monthly contributions to be made by employees who select to remain on the current health insurance plan, effective at the beginning of the 2014/2015 school year:

Coverage Level:	Steps 1-10:	Steps 11-18:	Step 19:
Individual	\$30.00	\$45.00	\$55.00
Husband/Wife & Parent/Child(ren)	\$75.00	\$120.00	\$140.00
Family	\$85.00	\$130.00	\$150.00

The parties have agreed to the contribution rate for the PPO plan with a \$200/\$400 deductible.

It is recommended by the Fact-Finder to add the following spousal exclusion language, effective at the beginning of the 2014/2015 school year:

If a spouse of a Ringgold School District employee has comparable group coverage available at their place of employment either as an active employee or retiree, they are not eligible to participate in the Ringgold School District medical benefit program. If the spouse becomes not eligible to participate in the benefit program at their place of employment or as a retiree, they are eligible to participate in the Ringgold School District medical program on an immediate basis without imposition of a waiting period or pre-existing condition clause.

## **ARTICLE XX – DURATION OF AGREEMENT**

### **Association Position:**

The Association is seeking a four (4) year term of the CBA. This term would provide stability for both parties and allow them to focus on education of the students. The bargaining unit has been without a contract for an entire school year. A three (3) year term of the CBA would cause the parties to be right back at the bargaining table in another year and a half. A longer term CBA would allow the District to more accurately plan and budget its finances into the future.

### **District Position:**

The District proposes a three (3) year CBA.

The District states it does not have a comfort level in agreeing to a long-term CBA. The District notes it has paid \$15.5 million more in special education expenditures than it has received in revenues. Since 2010-2011, the District has taken major cuts in subsidies and has been forced to pay higher costs for the pensions and for cyber/charter schools.

The District contends it has increased millage to 32 mills to help fund its costs in salary and other operating expenses. The District is uncertain how it is going to pay for its obligations in the near future unless there are significant changes in health care and the District receives some relief in salary expenditures. The District cannot commit to a term beyond three (3) years unless it receives significant relief in health care and salary.

### **Recommendation:**

This Fact-Finder recognizes the parties have been working status quo since the expiration of this Agreement occurred on August 31, 2013. The recommendations contained in this report are premised on a four (4) year CBA.

## **TENTATIVE AGREEMENTS**

At the Fact-Finding hearing the parties revealed they had reached tentative agreements concerning several issues discussed during negotiations. It is recommended for these tentative agreements to be incorporated into this report as set forth herein and made part of the CBA.

## **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.

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Michelle Miller-Kotula  
Fact-Finder  
Washington, Pennsylvania

Issued: May 20, 2014