

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of Impasse Between the:

SHAMOKIN AREA SCHOOL DISTRICT

“Public Employer”

And

SHAMOKIN AREA EDUCATION ASSOCIATION, PSEA/NEA

REPORT AND

RECOMMENDATIONS

Case No. Act 88-15-16-E

Before

Walter Glogowski
Fact-Finder

Appearances:

For the Employer:

Antonio D Machetti, Esq.
Jim Zack, Superintendent
Karen Colangelo, Business Manager

Jeff Kasher, Board Member
Charles Shuey, Board Member
David W. Devare, PA Economy League

For the Association:

Mark McDade, Uniserv Rep. PSEA/NEA
Mary Yohe, President
Tammy Glowatski, Vice President
Dana Sweeney, Team Member

Gail Purdy, Team Member
Bethann Shaffer, Team Member
William Clark, Team Member

Pursuant to Act 88 of 1992 (Act 88) and the Public Employe Relations Act (PERA), I was appointed by the Pennsylvania Labor Relations Board (“PLRB”) on April 10, 2015 as the Fact Finder in the impasse between the Shamokin Area School District (the “Employer”) and the Shamokin Area Education Association (the “Association”), a unit comprised of approximately 193 professional employees located within the Central Susquehanna Intermediate Unit 16 (CSIU-16). The parties began negotiations for a successor agreement in January 2013. The parties met on their own and then with the assistance of a mediator. As of this date the parties have reached tentative agreements on several issues. A number of issues in dispute remain unresolved and are appropriately before the Fact Finder. Therefore, the Shamokin Area Board requested Fact Finding.

On May 1, 2015 a hearing was held in the Shamokin Area School District Board Room at which time both parties were afforded the opportunity to present testimony, introduce documentary evidence, and oral argument in support of their respective positions on the unresolved issues. Separate executive sessions were held on May 8, & May 11, 2015 with the representative of the District and the PSEA Uniserv representative at their respective offices pertaining to the unresolved issues and possible settlement. The Fact Finder and Advocates further discussed the issues via e-mail and telephone.

The following remain as the issues in dispute for consideration by the Fact Finder.

MUTUAL ISSUES

1. Article XXV, Duration of Agreement
2. Article XX, Section B. 2 Tuition Reimbursement
3. Article X, Section A. 1 Benefits (Health Insurance-plan design)
4. Article XX, Section B. 1. Salaries

SCHOOL DISTRICT ONLY ISSUES

1. Article XX, Premium Share (Health Insurance-employee contributions)
2. Article XX , New Provision-Health Insurance-language dealing with the Patient Protection and Affordable Care Act
3. Article XII, Section E. Class size
4. Article XI, Section A. 5. Preparation Periods

ASSOCIATION ONLY ISSUES

1. Article XI, A. 3 Open House
2. Article XI, B. School Calendar
3. Article XVIII, B. Section 2. Personal Leave
4. New Language, Suspensions (Furloughs) Demotions
5. Article XVII, Teacher Evaluation Section B.
6. New Language, Professional Improvement Plans
7. New Language, Fees for Clearances, Certification, & Background Checks

This Report Contains Recommendations for the unresolved issues which constitutes the settlement proposal upon which the parties are now required to act, as directed by statute and the PLRB regulations. Without comment, the issues already agreed upon by the parties and undisputed portions of the Collective Bargaining Agreement (CBA or Agreement) shall be incorporated without change as a part of this report.

ISSUES

Issue 1. Article XXV, Duration of Agreement

The District is proposing a 4-year agreement due to the fact that there has already been 2 years of negotiating on this contract. Two (2) more years would enable the District to address any costs and budgetary issues. Furthermore, a contract longer than the 4 years would subject the District to unknown and uncontrollable financial liabilities and place an undue hardship upon the District. Short-term agreements allow the District the ability to re-evaluate the contract earlier and the ability to make financial adjustments as the economy dictates.

The Association is proposing a 5-year agreement which they contend will allow the parties to spend more time dealing with professional issues and student concerns.

Recommendation

The Agreement by its terms and conditions should commence on July 1, 2013 and continue in effect until June 30, 2018.

Issue 2. Article XI, Section A. 5. Preparation Periods

The current contract Reads in part: “When possible, secondary teachers shall be scheduled one preparation period per day.” “Current practice shall prevail.”

The District is proposing to add the language “may” to this section so as to allow the District flexibility when scheduling employees. Flexibility in scheduling employees is essential as maintaining standards established by the Pennsylvania Department of Education and the requirements for remediation, as well as providing valuable and necessary instruction. This modification has little impact on the Association members as it is not eliminating preparation time, the modification only involves scheduling preparation for the employees. It is a well-known fact that professional employees utilize time before and after school to help them prepare for classes and time within the workday is not, at times, sufficient for preparation. Therefore, a guaranteed period for preparation every day is not always needed, and if necessary, the District would need to utilize this time for scheduling electives as well as core classes in the School District. The District is not proposing to reduce the number of preparation periods; the District is only proposing to allow for scheduling of those periods in a different way to benefit the education of the students.

Position of the Association: The Association does not agree and wishes to maintain the status quo.

Recommendation

The proposal of the district is denied. Maintain the current language.

Issue 3. Article XI, A.3 Open House

The Association proposes to modify the current language as follows:

“Employer agrees to schedule a one-half work day on the day of the Open House. Employees will return to their work sites between the hours of 6:00 and 8:00 that evening. Those employee who are excused from said work day, become ill, or otherwise experience hardship (i.e. graduate class) will not be expected to attend.”

Position of the board: The Board proposes no change to the current agreement.

Recommendation

The Association’s proposal is denied. Maintain the current language

Issue 4. Article XI, B. School Calendar

The current length of the school year is one hundred eighty six days. The Association is proposing that the school year be reduced to one hundred eight- five days.

Position of the board: The board wishes to maintain the status quo.

Recommendation

The Association proposal is denied. Maintain the current length of the school year.

Issue 5. Article XX, Section 5. Tuition Reimbursement

The Board is proposing to limit the cost of tuition reimbursement as follows:

B.5. –The School District will pay for up to \$60,000.00 each school year for employees to take credits. \$30,000.00 will be allocated for fall course work and \$30,000.00 will be allocated for spring course work. Payment will be done on a first-come-first-served basis. Payment will be in an amount not to exceed the Bloomsburg University of Pennsylvania graduate credit rate. Such payment does not become a permanent part of the teachers’ salary. The following shall be required to qualify for credit reimbursement:

- A. Credits shall be earned at fully accredited institution and acceptable for Pennsylvania certification.
- B. The professional employee shall receive a grade of “B” or better for the credit.
- C. All credits shall be received for approval by the Superintendent one month prior to payment.

D. Credit earned at Luzerne County Community College, Shamokin Branch, to satisfy Act 48 Professional Development requirements shall qualify for tuition reimbursement, but not salary advancement.

E. Any employee receiving reimbursement who resigns within fewer than 12 months of said reimbursement shall pay the District One Hundred Percent (100%) of the reimbursement. Should the employee resign within 12 and 24 months of said reimbursement, the employee shall pay the District Seventy-Five Percent (75%) of the reimbursement. Should the employee resign within 24 and 36 months after said reimbursement, the employee will pay the District Fifty Percent (50%) of the reimbursement.

The Association does not agree with the reduction in the amount that the district is proposing for tuition reimbursement. It contends that the amount is not sufficient to cover the 193 bargaining unit members that, by law, are required to take continuing education credits as well as for professional advancement.

The Association further proposed to revise the current language governing the number of credits a bargaining unit member, who does not have a Master's Degree, would be eligible to take up to nine (9) credits annually while those who have a Master's degree would be eligible to take up to six (6) credits annually.

Discussion

During the hearing it was reported that the current amount that the district spent on tuition reimbursement was approximately ninety thousand dollars (\$90,000) for the past fiscal year. If every bargaining unit member would take one graduate course at the Bloomsburg University of Pennsylvania graduate credit rate of \$454.09 per credit the cost for same would be equal to \$87,640. It is without question that every bargaining unit member will not be taking one credit per school year while in fact, those who will, will be taking two and three credit courses to fulfill their credit requirements by law or for professional advancement.

Recommendation

It is my recommendation that the amount the district should budget for tuition reimbursement is limited to \$90,000 dollars for the 2014-2015 fiscal year and be increased to \$100,000 for the remaining two fiscal years. With regards to the Association proposed revisions concerning the number of credits a bargaining unit member can take annually, as listed above, is accepted. Revise the current language to accommodate the change.

Issue 5. Article XII, Section E. Class size

The Board is proposing to revise the current language to allow:

E. The Board, *may, based on the needs of the District*, hold class size to the following *suggested number of students*:

Grades K through 3 *may* be kept at a maximum of 21 students per certified teacher; Grades 4 through 6 *may* be kept at a maximum of 26 students per certified teacher; Grades 7 through 12 *may* be kept at a maximum of 26 students per certified teacher except in the case of extenuating circumstances with scheduling, *financial condition of the District*, or enrollment in which case they may be increased *at the discretion of the District*.

These *suggested* class sizes shall include classes that meet on a regular, daily basis, including art class, computer class, scheduled music class and library science class, but shall not include band, orchestra, chorus and physical education.

Pre-Kindergarten, designated as K-4, for children approximately 4 years of age *may* be limited to a maximum ratio of 25 students per professional certified teacher and one (1) full time aide. Classes of 26 to 40 students *may* be staffed with one (1) additional full-time aide for a total of two (2) aides. Classes of 41 to 45 students *may* be staffed with one (1) additional part-time aide for a total of three (3) aides. If class size exceeds 45 students, an additional professional certified teacher *may* be hired and the teacher-aide-student ratios stated above *may* apply.

The Board will comply with state regulations as they relate to special education and class size.

The Association strongly disagrees with the proposed changes and wishes to maintain the status quo.

Discussion

Under the current state and federal regulations concerning student learning and outcomes through testing, all districts are held accountable for the students' progress and advancements toward ongoing changing goals. Undoubtable, class size is a major factor in educating our students, primarily in the primary grades. This becomes even more significant when you have 65.8% of your students receiving free and reduced school meals. This is an indicator of the poverty level in the Shamokin School District. It is predicted to continue to increase through the current year. By allowing the district the latitude to save tax dollars by increasing the number of student per class is counterproductive. The district contends that by not giving them this latitude they may have to hire more teachers if enrollment increases, and if they do so, and the student enrollment decreases they would be paying for a teacher they did not need. That may be so! However, all newly hired temporary professional employees do not have professional status and can be let go by the district as the district's population changes. It is my opinion as a former school teacher and currently a school board member, smaller class size makes a world of difference in a teacher's ability to educate our students.

Recommendation

The Board's proposed revisions are denied for the reasons stated above.

Issue 6. Article XVIII, B. Section 2. Personal Leave

The Association is requesting one (1) additional personal day for all bargaining unit members.

The Board contends that the number of personal days in the Central Susquehanna Intermediate Unit 16 (CSIU-16) averages out as three (3) per year and does not desire to add any more.

Recommendation

The Association proposed increase is denied.

Issue 7. New Language, Fees for Clearances, Certification, & Background Checks

The Association is proposing that the employer reimburse bargaining unit members for the above fees and expenses as required by federal and state law.

The Board is opposed to the additional cost since it is an unfunded mandate and would cost the district approximately \$9,264 every three years.

Recommendation

The Association's proposal is denied.

Issue 8. New Language, Suspensions (Furloughs) and Demotions

The Association is proposing to incorporate language found in section 11-1124 concerning the suspension (furlough) and demotion into the collective bargaining contract (CBA). They contend that by doing so employees would know the process and procedures of how the process works. They further desire to extend to non-tenured teacher's realignment and recall rights in the event of loss of employment.

The Board does not desire to do so which would require the board to bestow on a temporary professional employees rights that they do not have under law.

Recommendation

The proposed Association contract language is denied. The rights of professional and temporary professional are well established in the school code as well as case law. I am confident that PSEA has very competent attorneys to advise their members in the event they are suspended/furloughed and or demoted.

Issue 9. New Language, Ratings and Professional Improvement Plans

The Association proposed incorporating into the CBA contract language dealing with a “Needs Improvement Plan and Failing Ratings” along with language dealing with “Professional Development Plans”. They offer the following rationale for each proposal:

Rationale: the bargaining unit wants to ensure a high-level of professionalism. Teachers believe that any employee should be afforded opportunity to remediate one’s performance prior to a negative label (Needs Improvement/Failing). It is imperative that teachers are afforded opportunity to succeed and to work in a nurturing environment dedicated to the success of classroom teaching to ensure student learning.

Rationale: teachers live in a constant state of accountability. The teachers desire that the same accountability is applied to their supervisors when a teacher is prescribed an improvement plan. Supervisors are expected to coach teachers as an obligation of their employment and, if a supervisor believes that a teacher requires an improvement plan, we expect that the supervisor will provide cogent and valuable input/feedback throughout the life of the improvement plan. The plan shall be objective in nature while providing supervisors the flexibility to tailor the improvement plan to meet the objectively-identified needs of the employee.

The Board does not wish to incorporate into the CBA the requirements that are promulgated by the Pennsylvania Department of Education (PDE)

Discussion

It is commendable that the Association desires to have all bargaining unit members maintain a high level of professionalism as well as be accountable for their actions in the classroom. Beginning with the 2013-14 school year a new era for teacher evaluations/effectiveness was introduced as a better system for evaluating educators. The new rules and regulations were published by the PDE in the Pennsylvania Bulletin, Vol. 44, NO. 24, June 14, 2014. The title of the publication is “TITLE 22-EDUCATION (22 PA Code CH. 19) Educator Effectiveness Rating Tool; Principals; Nonteaching Professionals Employees. The rules and regulations governing teacher evaluations also apply to administrators as well. Because of the newness of this system teachers and administrators are required to go through training programs dealing with the foregoing. The new evaluation process went into effect on July 1, 2014.

Recommendation

There is no doubt in my mind that any professional employee that is evaluated with a rating less than “proficient” that the observer is required to provide said bargaining unit member with a performance improvement plan. Failing to do so could find the administrator with his/her own improvement plan.

Because of the newness of the rating system, I am denying the inclusion of the new language into the CBA as proposed by the Association.

Issue 10. Article XX, Premium Share (Health Insurance-employee contributions)

A. Benefits

The District is proposing to move to a PPO \$500 medical plan or employees may select a GHO HMO \$0 plan. These plans will begin on July 1, 2015. The District is also proposing that premium share for employees shall be Ten Percent (10%) of the appropriate tier (single, husband/wife, parent/child, parent/children and family) at the choosing of the employee.

The Association is proposing effective July 1, 2015 that employees shall move from the current Traditional and CS Trust PPO health insurance plan to the CS Trust PPO 250 health insurance plan. The PPO 250 Plan shall be identical to the PPO \$0 Plan with the exception of the in-network deductible of \$250/\$750.

Discussion

Both parties have recommended changes to the current health care plan which is the CS Trust Preferred PPO plan. The Board is a member of the Central Susquehanna Region School Employees' Health and Welfare Trust with various options to choose from. The Board rationalizes that by accepting their plan change would result in a substantial cost-savings (approximately 9%) to the employer.

On the contrary, the plan change proposed by the Board would result in cost shifting to the bargaining unit members. It would impose a \$500/\$1,500 deductible when currently the deductible is a \$0 dollar deductible.

Obviously, the cost of health insurance is increasing annually and both parties are seeking a way to minimize the cost to the employer as well as the bargaining unit members.

Recommendation

I am recommending the PPO 250 Plan design that should save the employer approximately \$176,021 in the first year. The plan design would take effect on July 1, 2015. I am denying the Board's request for a 10% premium share by the bargaining unit members. All other insurance coverages in the CBA are to remain unchanged. See attached PPO 250 Plan design:

Issue 11. Article XX, Section B. 1. Salaries

The District offers the following increases:

- 2013-14 \$1,200 increase
- 2014-15 \$1,200 increase
- 2015-16 \$1,200 increase
- 2016-17 \$1,200 increase

RATIONALE:

To expand further, recent settlements in the area indicate that contract settlements are between 2 ½ % to 3%. The \$1,200 the District is proposing in each year signifies a range between 2.5% and 3%, depending on the year. Lastly, Shamokin is a rare case as it does not have salary schedules. To implement salary schedules now, as proposed by the Association, would create a financial burden on the District as the District would incur additional costs of building a schedule. The District has been able to provide salary increases to employees over the years without the need for a salary schedule. The District believes a salary schedule is not necessary nor is it needed at this time. The proposed wage increases are fair and equitable and are in line with current settlements in the area as reflected by the documents enclosed herein.

Salary: It is the desire of the Association to create a salary schedule. Being that there exists a wide range of salaries throughout the bargaining unit, we believe that it is prudent for us to "red-circle" the higher salaried employees and to continue to afford them with salary increases for which they are accustomed to independent from the salary schedule.

- 2013-2014: 3.65%
- 2014-2015: 3.50%
- 2015-2016: 3.35%

2016-2017: 3.25%

2017-2018: 3.00%

The Association contends that it is both unusual and non-customary for a teacher contract not to include a salary schedule. We therefore propose that a salary schedule be incorporated into the CBA in year three (2015-2016) of this agreement. The bargaining unit agrees to create this schedule within the parameters of the monies as proposed directly above. The bargaining unit recognizes that the highest salaried employees should be red-circled and off-schedule for the remainder of their career (this will avoid the creation of a “costly” schedule).

Discussion

As of July 1, 2006 the Board and the Association bargained away the previous salary scales for across the board raises. Therefore, the current contract does not have a base salary scale to work with. The Board proposed across the board increases while the Association is proposing a return to having a salary scale(s) included in any new contract. Currently there are only three (3) contracts in the state that do not have salary schedules as a part of their agreements. The problem with creating retro-active salary scales becomes very expensive. Therefore, the proposed salary increases are a combination of the Board and Association proposals.

Recommendation

Effective July 1, 2013 provide all bargaining unit members with a \$1,200 dollar increase to their current salaries. Effective July 1, 2014, provide an additional \$1,200 dollar increase. Effective July 1, 2015 through June 30, 2018 incorporate into the contract the Association proposed salary scales. However, those bargaining unit members who are at the maximum step are to receive no less the \$1,000 dollars (of the scale) in each of those years. See the attached salary scales

SUMMARY

Any other matters not previously agreed upon or specifically addressed herein are recommended to be withdrawn. Any agreements mutually made prior to the commencement of Fact-Finding that are not specifically addressed in this Report are to be included, as agreed upon, in this agreement.

I believe the recommendations above represent a reasonable, acceptable compromise to the outstanding issues, and I urge the parties to take serious, thoughtful consideration to my recommendations. I direct the parties' attention to my cover letter which outlines their responsibilities to notify the PLRB of their acceptance or rejection of these Recommendations.

Date: May 13, 2015
Shavertown, PA

Walter Glogowski