

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding (Fact-Finding Report
(and
(Recommendations
Between ()
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Redbank Valley School District ()
(Case No.: ACT 88-16-26-W
()
and ()
(Date of Hearing: October 13, 2016
()
()
Redbank Valley Education Association, ()
PSEA/NEA (Date of Report: October 28, 2016

William J. Miller, Jr.
Fact-Finder

For the District: Richard Perhacs, Esq.
Knox McLaughlin Gornall & Sennett, P.C
120 West 10th Street
Erie, PA 16501-1461

For the Association: Terrie Moore
UniServ Representative
PSEA/ NEA
3033 New Butler Road
New Castle, PA 16101

Background

By letter dated September 20, 2016, 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 Redbank Valley School District (hereafter referred to as the “District”) and the Redbank Valley Education Association, PSEA/NEA (hereafter referred to as the “Association”). The Association represents a unit of approximately 98 bargaining unit teachers, who work for the District, located in New Bethlehem, 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”). The parties met several times for the purpose of negotiating a successor Agreement, but 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 issues:

- Term of Agreement
- Study Hall & Lunch Supervision
- Retirement Incentive
- Preparation Time
- Personal Leave Days
- Demotions
- Health Insurance
- Wages & Salary Schedule

On October 13, 2016 a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in New Bethlehem, 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 in person and telephonically. 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 Agreement

Association Position

The Association would request that there be a six-year Agreement. The Association believes this would be appropriate because of the long length of time that has already passed since the expiration of the prior Agreement. To have a six-year Agreement would mean that the parties would not have to begin bargaining the next Agreement immediately after this Agreement is completed.

District Position

The District believes a five-year Agreement would be appropriate in this specific circumstance. The District would point out that when this Agreement is finally concluded, there will still be three years remaining, and this will provide sufficient time between the time the Agreement is concluded and when a new Agreement is reached. Furthermore, the District contends that due to its budgetary concerns, it is more difficult to project financial matters in future years, and it is more appropriate to have a five-year rather than a six-year Agreement.

Recommendation

I have carefully reviewed the positions of the parties. It is my recommendation that the term of this Agreement be for five years.

Study Hall and Lunch Supervision

District Position

The District proposes language which would give it the option of using professional staff or paraprofessionals for such tasks as supervising study hall and lunch, when it believes it is cost-effective and appropriate to do so.

Association Position

The Association sees no need to place language in the Agreement to alter the existing method of providing supervision for study halls and cafeteria duty, and only would consider using paraprofessionals in situations where a professional is in charge of a study hall or cafeteria duty.

Recommendation

I would recommend language which would permit the use of paraprofessional with a teacher, when appropriate, to perform supervisory duties in study halls and for cafeteria duty.

Retirement Incentive

Association Position

The Association proposes the reinstatement of the expired retirement incentive as follows:

2016 – 2017	incentive
2017 – 2018	no incentive
2018 – 2019	incentive
2019 – 2020	no incentive

District Position

The District offers to reinstate the retirement incentive with a sunset date of 2019, as follows:

2016 – 2017	incentive
2017 – 2018	no incentive
2018 – 2019	incentive

Recommendation

It is recommended there be a retirement incentive with a sunset date of 2019, as follows:

2016 – 2017	incentive
2017 – 2018	no incentive
2018 – 2019	incentive

Preparation Time

Association Position

The Association seeks language that guarantees preparation periods and payment for lost preparation time.

District Position

The District agrees to provide each secondary and elementary staff with a minimum of five uninterrupted preparation periods per week during the student school day. The preparation period shall be no less than 30 minutes in length, five times per week, and will not include non-instructional time at the beginning or end of the work day.

When it becomes necessary for professional staff to provide coverage during their scheduled preparation periods, they shall be compensated that the rate of \$25 for each lost preparation time.

Recommendation

It is recommended that the District’s position be accepted.

Personal Leave Days

Association Position

The Association proposes that employees be permitted to accumulate personal leave days to five days.

District Position

The District would be willing to permit personal leave accumulation to five days.

Recommendation

Personal leave days should accumulate to five days.

Demotions

District Position

It is the position of the District language should be placed in the Agreement granting it the ability to implement furloughs for any reason permitted in the School Code.

Association Position

It is the position of the Association that it would agree to language which will permit the reasons currently set forth in the School Code to be allowed, but it would not agree to any amended language of the School Code.

Recommendation

After carefully reviewing this issue, it is my considered opinion both parties are always better off with the provisions of the existing School Code related to this matter. My recommendation is to include language in the Agreement, to permit demotions to occur in accordance with the existing School Code.

Health Insurance

Association Position

The Association will consent to moving to a qualified high deductible health insurance plan with the described benefits. The Association would require that the District shall pay the full premium payment minus the premium co-payment required for individual and family coverage. The Association points out that the appropriate language be established and that the District contribute into an HSA for each participating employee in each year 70% of the in-network deductible amount.

District Position

The District is in agreement with the position of the Association, except for the contribution of 70% of the network deductible amount each year. Rather, the District proposes 60% the first year, 50% the second year in 40% the third

Recommendation

It is recommended that the qualified high deductible plan, as discussed by the parties be implemented. The following language should be implemented:

The Redbank Valley School District shall pay full premium payments for individual and family coverage for health/hospitalization insurance with the Blue Cross/Blue Shield – PPO Blue Qualified High Deductible Health Plan, with benefits as described in the attached grid. The amounts of the deductibles shall be adjusted as necessary over the life of this Agreement to comply with the minimum annual deductibles required by the IRS so as not to disqualify participants from being eligible to open and have contributions into a Health Savings Account (HSA). During the term of this agreement, the employer contribution to the employee HSA shall be transferred on or about the first business day in January of each year to the bank administering the HSA. For new employees or employees changing coverage during the year (for example, individual to family), the employer contribution shall be made on or about the first business day of the effective date of coverage. It is understood that a period of time may be necessary in order for the monies to be processed and posted to the employee’s HSA. Employees will be provided with a debit card in order to access monies from the HSA account for the purpose of paying their providers for their eligible healthcare expenses. For those employees who participate in the QHDHP but are not eligible for HSA contributions due to other requirements for eligibility as described in IRS Publication 969, a Health Reimbursement Arrangement (HRA) will be provided with the same employer contributions and benefit provisions as an HSA account (including the benefits of rolling over balances from year-to-year, earning interest on the balance, and having access to the funds after leaving the QHDHP or terminating employment.)

The District will contribute into an HSA for each participating employee in each year of the QHDHP the following percentages of the in-network deductible for the applicable plan tier (individual or family). If the deductible should change according to IRS requirements, the District will maintain the contribution at the appropriate percentage of the IRS deductible.

2017 Plan Year –	55%
2018 Plan Year –	55%
2019 Plan Year –	55%

The parties will mutually agree to any change in the carrier or the guidelines for coverage.

Any employee who does not participate in the health insurance shall receive a payment of \$2,000 per year to be paid in the last pay of the year. Married couples who are both employed in the District shall also be eligible for this provision if they choose to be covered on one policy. An employee whose circumstances change due to a qualifying event shall be permitted to re-enroll in the health insurance and the payment of \$2,000 shall be prorated. The employee shall be reinstated in the District’s plan effective the first day of the next full calendar month. A “qualifying event” shall include death of a spouse, termination of spouse’s coverage for any reason, divorce or retirement of either the employee or the spouse.

Wages and Salary Schedule

Association Position

It is the position of the Association, based upon the established record, and the current financial position of the District, that the following salary schedule is proposed:

2014 – 2015	freeze
2015 – 2016	2.5%
2016 – 2017	2.9%
2017 – 2018	2.9%
2018-2019	2.9%
2019-2020	2.9%

District Position

The District proposes the following salary schedule:

2014 – 2015	freeze
2015 – 2016	freeze
2016 – 2017	2.9%
2017 - 2018	2.9%
2018 – 2019	2.9%

Recommendation

It is recommended that the following salary schedule be implemented:

2014-2015	freeze
2015-2016	2.0%
2016-2017	2.9%
2017-2018	2.9%
2018-2019	2.9%

This would result in the following salary schedules:

2013-2014 Salary Year

Base Year From Top	Step	Bachelors	Masters
14	1	\$40,182	\$41,351
13	2	\$41,932	\$43,101
12	3	\$43,681	\$44,851
11	4	\$45,432	\$46,601
10	5	\$47,182	\$48,351
9	6	\$48,931	\$50,101
8	7	\$50,641	\$51,851
7	8	\$52,351	\$53,601
6	9	\$54,061	\$55,351
5	10	\$55,771	\$57,101
4	11	\$57,481	\$58,851
3	12	\$59,191	\$60,601
2	13	\$60,901	\$62,351
1	14	\$62,611	\$64,101
	15	\$64,321	\$65,851

2014-2015 Salary Year

Freeze

From Top	Step	Bachlors	Masters
14	1	\$40,182	\$41,351
13	2	\$41,932	\$43,101
12	3	\$43,681	\$44,851
11	4	\$45,432	\$46,601
10	5	\$47,182	\$48,351
9	6	\$48,931	\$50,101
8	7	\$50,641	\$51,851
7	8	\$52,351	\$53,601
6	9	\$54,061	\$55,351
5	10	\$55,771	\$57,101
4	11	\$57,481	\$58,851
3	12	\$59,191	\$60,601
2	13	\$60,901	\$62,351
1	14	\$62,611	\$64,101
	15	\$64,321	\$65,851

2015-2016 Salary Year

2.00%

From Top	Step	Bachelors	Masters
14	1	\$40,426	\$41,595
13	2	\$42,176	\$43,345
12	3	\$43,925	\$45,095
11	4	\$45,676	\$46,845
10	5	\$47,426	\$48,595
9	6	\$49,175	\$50,345
8	7	\$50,885	\$52,095
7	8	\$52,595	\$53,845
6	9	\$54,305	\$55,595
5	10	\$56,015	\$57,345
4	11	\$57,725	\$59,095
3	12	\$59,435	\$60,845
2	13	\$61,145	\$62,595
1	14	\$62,855	\$64,345
	15	\$64,565	\$66,095

2016-2017 Salary Year

2.90%

From Top	Step	Bachelors	Masters
14	1	\$41,251	\$42,420
13	2	\$43,001	\$44,170
12	3	\$44,750	\$45,920
11	4	\$46,501	\$47,670
10	5	\$48,251	\$49,420
9	6	\$50,000	\$51,170
8	7	\$51,710	\$52,920
7	8	\$53,420	\$54,670
6	9	\$55,130	\$56,420
5	10	\$56,840	\$58,170
4	11	\$58,550	\$59,920
3	12	\$60,260	\$61,670
2	13	\$61,970	\$63,420
1	14	\$63,680	\$65,170
	15	\$65,390	\$66,920

2017-2018 Salary Year

2.90%

From Top	Step	Bachelors	Masters
14	1	\$42,220	\$43,389
13	2	\$43,970	\$45,139
12	3	\$45,719	\$46,889
11	4	\$47,470	\$48,639
10	5	\$49,220	\$50,389
9	6	\$50,969	\$52,139
8	7	\$52,679	\$53,889
7	8	\$54,389	\$55,639
6	9	\$56,099	\$57,389
5	10	\$57,809	\$59,139
4	11	\$59,519	\$60,889
3	12	\$61,229	\$62,639
2	13	\$62,939	\$64,389
1	14	\$64,649	\$66,139
	15	\$66,359	\$67,889

2018-2019 Salary Year

2.90%

From Top	Step	Bachelors	Masters
14	1	\$43,288	\$44,457
13	2	\$45,038	\$46,207
12	3	\$46,787	\$47,957
11	4	\$48,538	\$49,707
10	5	\$50,288	\$51,457
9	6	\$52,037	\$53,207
8	7	\$53,747	\$54,957
7	8	\$55,457	\$56,707
6	9	\$57,167	\$58,457
5	10	\$58,877	\$60,207
4	11	\$60,587	\$61,957
3	12	\$62,297	\$63,707
2	13	\$64,007	\$65,457
1	14	\$65,717	\$67,207
	15	\$67,427	\$68,957

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: October 28, 2016