

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

IN THE MATTER OF THE FACT FINDING BETWEEN

Ridley School District

and

CASE # ACT 88-14-34-E

Ridley Educational Association

FACT FINDING REPORT AND RECOMMENDATION

APPOINTMENT: November 18, 2014

REPORT DATE: December 29, 2014

FACT FINDER: Timothy J Brown, Esquire

FOR THE DISTRICT: Charles Maiers
Ridley School District
901 Morton Avenue
Folsom, PA 19033

FOR THE ASSOCIATION: Ruthann Waldie
PSEA/NEA
1512 McDaniel Drive
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Introduction

On November 18, 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 Ridley School District (the District or the Employer) and the Ridley Educational Association (the Union or the Association).

Bargaining and Fact Finding History

The Union represents a unit of approximately 422 teachers in the District. The District and Union are party to a January 1, 2011 – June 30, 2014 Collective Bargaining Agreement. (Referred to herein as the Agreement) The parties met for purposes of negotiating a successor agreement on 13 occasions and were assisted in their efforts by a state mediator. The parties reached tentative agreements on approximately 16 issues and were unable to reach agreement on the three remaining outstanding issues discussed below. The District thereafter initiated the instant Fact Finding.

On December 12, 2014 a formal fact finding hearing was held before the undersigned in Folsom, Pennsylvania, at which time the parties were given the opportunity to present the Fact Finder testimony, documentary evidence and oral argument relating to their outstanding issues.

This Report contains “recommendations” for resolution of all outstanding issues and constitutes the settlement proposal upon which the parties are now required to act as directed by statute and PLRB regulations. Pursuant to statutory authority, this Report will be released to the public if not accepted. A vote to accept the Report does not constitute agreement with, or endorsement of, the rationales contained herein, but rather, represent only an agreement to resolve the issues by adopting the recommendations contained herein.

The parties are directed to review the Report and within ten days of its issuance, notify the PLRB of their decision to accept or reject the recommendations.

Introduction and Issues

Based upon representations made by the parties to the Fact Finder, the following issues are unresolved between the parties:

1. Teacher Preparation Time
2. Wages
3. Medical Benefits

After full consideration of the arguments and careful study of the extensive submissions on the issues by the parties, the follow recommendations are offered:

1) Teacher Preparation Time

The Association proposes that language be added to the Agreement providing for guaranteed teacher-directed preparation time. The District takes the position that preparation time is not a subject of mandatory bargaining as it is a managerial prerogative.

The Association proposes adding language to Article 28 providing:

- D. Every teacher is guaranteed 80 minutes of preparation time within the teacher day, or the equivalent over the course of a five-day work week (400 minutes) calculated in increments of no less than 25 minute blocks. At least 320 minutes of the total weekly preparation time is designated as teacher-directed preparation time for the purpose of planning, grading, parent communication, etc. Administrative directed use of teacher preparation time i.e. meetings and PLC, may not exceed 80 minutes of a teacher's allotted weekly prep time.

According to the Association, teacher-directed preparation time has eroded over the last four years and been subject to different encroachments depending upon the level of school in the District; elementary, middle or high. According to the Association, prep time has been both a subject of the parties' Bargaining Agreement as well as past practice. Teachers in the District have always had preparation time to address the long list of tasks they are required to accomplish when not engaged in direct student teaching. The District's attempt to evade the Association's concerns over teacher prep time by referring to the time as "on-call time" belies the fact that the parties have negotiated language in the Agreement referencing "preparation time." In this regard, the Association explained, since the 2002-2003 school year Article 12 of the Agreement has provided:

...bargaining unit members who, because of the unavailability of daily substitute teachers, are required to cover a class due to the absence of another bargaining unit member and thereby lose more than 15 minutes **of preparation time** during an on-call/elementary **preparation period**, shall be compensated...

(Emphasis added)

Similarly, since the 1989-1990 school year the parties have attached an MOU to the Agreement providing that the Association and District superintendent will meet on a regular basis to discuss "...items of interest and concern" including "teacher on-call time." Consistent with the Association's position that "on-call" time is interchangeable with the term "prep-time" the Association noted that at a recent School Board meeting the District's superintendent referenced elementary teachers' "prep time."

More and more, the Association asserted, and particularly acute at the middle school level, the time previously provided teachers to prepare for their classes and the instruction of students and to

interact with other department teachers and parents of student has been displaced by administration required meetings.

The Association presented a list of preparation-time related provisions contained in other Delaware County school district bargaining agreements. The provisions, as summarized by the Association, refer to "preparation time" and "prep periods," but do not specifically state that the time is "teacher-directed."

The District takes the position that the unresolved issue of guaranteed teacher preparation time, "falls under Section 1112-A within the Scope of Bargaining in the Collective-bargaining law." That Section provides:

Section 1112-A. Matters of Inherent Managerial Policy

Employers shall not be required to bargain over matters of inherent managerial policy. Those matters shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the employer, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. Employers, however, shall be required to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

Consequently, the District maintains, it is not required to agree with the Association on any guarantee of teacher directed preparation time.

Discussion and Recommendation

Although I may have an opinion as to whether or not teacher-directed preparation time is a mandatory subject of bargaining under controlling law, this is not the forum, and as a Fact Finder I do not have the authority, to decide such an issue of statutory interpretation. Consequently, I do not offer an opinion on the legal question.

Notwithstanding the forceful declaration by each of the parties at the hearing in this matter that this is an issue worthy of a strike, under the circumstances presented – where each side has successfully met its obligations to the public and its respective constituencies, and where each side candidly has "a pretty good thing going" - it would simply be reckless and ill-advised for either party to threaten the long established good working relationship of the parties and rely upon its position on this issue as a reason for a strike.

When the big picture is considered, whether within the context of a mandatory subject of bargaining or not, I am confident that the issue of preparation time is at the very least a permissive subject of bargaining and I am convinced that under the circumstances presented here respectful communication between the District and the Association is the best way forward for the parties and the District's students.

Both the Association and the District have important interests in the area of teacher preparedness and each can benefit from the participation of the other in the discussion on how to best prepare teachers. The Association has a justifiable interest in assuring that teachers have the time necessary to prepare for teaching, communicate with other teachers and communicate with parents of students. The District should recognize the Association's interest in this regard as the District has the same interests, as well as the responsibility, to make sure that teachers are prepared for teaching. The District should recognize the reality that such preparation and administrative functions should occur at times when teachers are not expected to either simultaneously be teaching or otherwise be engaged in District-directed activities. In the same vein, the Association should recognize that the District is faced with more and seemingly ever increasing demands from state and federal authorities relating to educational, documentary and other requirements placed upon the District.

Additionally recommending against a strike on this issue is the fact that the motivating interest behind the persistent positions of the parties is really not "teacher preparation time" but rather a significantly more

narrow issue of "**middle school**" teacher preparation time." Within such a context the parties should adopt a pragmatic view and narrow the focus of their discussions upon the middle school issue.

I do not adopt with parties position on this issue. The District should not cut off discussion on the subject. Nor am I persuaded that the Association's proposed language defining minimal amounts and frequency of teacher-directed time and maximum amounts of administration-directed time should be mandated. The danger of setting "minimums" as presented in the Associations proposal is that a contractually established minimum has a tendency to also become a ceiling and the danger of setting "maximums" is that a contractually established maximum has a tendency to become a floor. Such defined terms can, as circumstances change, easily become unintended and detrimental restrictions. Whether a mandatory subject or not, both teachers and administrators have a mutual interest in being flexible and adaptable to the ever-changing demands of education. I am not persuaded that there is a "one size fits all" solution to this issue that will meet the needs of all teachers in all subjects in all schools in the District.

Based upon such considerations, I recommend that the Agreement remain as is, and that the parties agree to continue to meet and discuss in good faith on this matter with initial focus upon the challenges of addressing the needs of teacher preparation time at the middle school level.

Wages

The wage scale here is unusual for Pennsylvania school districts in that all salary levels throughout the salary schedule (both steps and columns) are based upon percentages of the maximum salary of the Masters+45 column (\$100,400 in the 2013-2014 school year). Consequently, if the salary of the most senior, Masters+45 pay rate is increased, the salaries of all other rates on the overall salary schedule are increased as a function of being a consistent percentage of the larger Masters+45 number. As has been the recent practice of the parties, during these negotiations salary increases have been discussed in terms of the number of dollars, if any, to be added to the Masters+45 maximum salary.

The Association maintains that the most experienced and highly educated teachers in the District have received annual salary increases of only 0.2% in each of the past three years and the proposal of the Association herein amounts to increases of approximately only 1% per year; a reasonable proposal the Association argues. The Association proposes increases for the most senior/educated bargaining unit members as follows:

School Year 2014-2015	\$1,000
School Year 2015-2016	\$1,000
School Year 2016-2017	\$1,500
School Year 2017-2018	\$1,500

The District asserts that its proposal is a package and must be considered in view of its proposal on insurance benefits and teacher preparation time. The District has already agreed upon contract changes (such as increases in supplemental salaries and increases in teacher starting salaries) that will increase the District's annual costs. The District must recognize the financial challenges facing the District as a result of its declining tax base, losses expected from real estate assessment appeals and reductions in state and federal funding along with expected and/or known increases in future costs of the District such as expected increases in medical insurance costs, the potential "Cadillac tax" under the ACA and increases in scheduled PSERS contributions. Considering such, and the fact that 40% of the bargaining unit is at the maximum salary, the District proposes reasonable wage increases as follows:

School Year 2014-2015	\$500
School Year 2015-2016	\$750
School Year 2016-2017	\$500
School Year 2017-2018	\$500

Discussion

Based upon the substantial data presented by both parties on financial issues, and recognizing that the District must be a prudent steward of the District's resources, I believe it is a sensible and good

investment for the District to recognize the valuable contribution of its employees to the mission of the District by granting realistic wage increases.

I also appreciate that the District is required to make hard choices relative to its economic realities and limitations. But even recognizing such limitations as well as the expected increases in costs associated with medical insurance and PSERS, I am of the view that the District's wage proposals are wanting and I believe that the wage levels recommended herein better reflect the value placed upon teachers by the public when compared to their counterparts in similar area school districts while balancing the economic challenges of the District.

With such considerations in mind, I recommend that the following salary increases be applied to the highest Masters+45 rate and that having established such rate as the 100% rate, the remaining salaries in the bargaining unit be based upon the Salary Index attached hereto as Appendix A:

M+45	
School Year 2014-2015	\$ 750 = \$101,150
School Year 2015-2016	\$ 750 = \$101,900
School Year 2016-2017	\$1,000 = \$102,900
School Year 2017-2018	\$1,250 = \$104,150

3) Healthcare

The District is a member of the Delaware County Public Schools Health Care Trust and proposes to retain the currently offered Blue Cross Personal Choice 20/30/70 plan for the four years of the Agreement and absorb any "Cadillac tax" that may be applied under the Federal Healthcare law during the term of the Agreement. The District proposes – as a package with its other proposals on wages and teacher preparation time - increasing employee contribution rates, whether for employee only, employee and spouse, employee and child/children or family coverage as follows:

School Year 2014-2015	+4%
School Year 2015-2016	+0%
School Year 2016-2017	+4%
School Year 2017-2018	+4%

The Association proposes the same increases in benefit contributions as the District. However, as is the case with the District, the Association packages its proposal on the issue with its proposals on wages and preparation time.

Discussion and Recommendation

Health insurance is important to all concerned. It represents enormous numbers of dollars to the District, members of the bargaining unit and the taxpayers and affects the very wellbeing of the employees of the District and their families. Both parties here seem to appreciate the value of health care benefits and recognize it is an important and substantial part of the compensation paid by the District and received by bargaining unit members. Again, this is part of the parties' existing happy circumstances that need not, and should not, be placed at risk by the high emotions and exigencies of a strike.

Consequently, I recommend that in combination with my salary recommendation, the annual increase in employee healthcare contribution be at the levels jointly proposed by the parties and consisting of the following:

School Year 2014-2015	+4%
School Year 2015-2016	+0%
School Year 2016-2017	+4%
School Year 2017-2018	+4%

Other Matters

Besides matters already subject to agreement by the parties, I recommend that as to all other proposed changes to the Agreement not the subject of recommendations for change herein the applicable contract language remain as is.

Please note

that the cover letter to this Report and Recommendation summarizes the responsibilities of the parties to notify the PLRB of their acceptance or rejections of this Recommendation and should be given careful attention.

A handwritten signature in black ink, appearing to read "Timothy J. Brown".

Dated: December 29, 2014

Timothy J Brown, Esquire
P.O. Box 332
Narberth, PA 19072

ACT 88-14-34-E FACT FINDING REPORT APPENDIX A - Wage Schedule / Salary Index

The following annual salary increases shall be applied to the step 15 M+45 rate (identified as 100% in the Salary Index) Remaining salaries will be established based upon the applicable percentage indicated in the Salary Index.

Masters +45

School Year 2014-2015	\$ 750	= \$101,150
School Year 2015-2016	\$ 750	= \$101,900
School Year 2016-2017	\$1,000	= \$102,900
School Year 2017-2018	\$1,250	= \$104,150

	Bachelors	B+12	B+21	B+27	M+PC	M+9	M+15	M+24	M+30	M+39	M+45
1	43.17%	43.88%	44.60%	46.02%	47.45%	49.45%	51.45%	55.73%	60.02%	61.16%	62.30%
2	44.94%	45.34%	45.74%	48.31%	50.88%	52.88%	54.88%	58.88%	62.87%	63.73%	64.59%
3	46.71%	47.25%	47.79%	51.05%	54.31%	56.31%	58.30%	62.02%	65.73%	66.87%	68.01%
4	48.48%	49.17%	49.85%	53.11%	56.80%	59.62%	62.87%	66.02%	69.16%	70.87%	72.58%
5	49.68%	50.79%	51.91%	55.16%	58.42%	61.68%	64.93%	68.19%	71.44%	73.73%	76.01%
6	50.54%	52.25%	53.96%	57.22%	60.47%	63.73%	66.99%	70.24%	73.50%	76.75%	80.01%
7	51.39%	53.54%	55.68%	59.10%	62.53%	65.79%	69.04%	72.30%	75.55%	78.81%	82.07%
8	52.25%	54.39%	56.53%	59.96%	63.39%	67.24%	71.10%	74.35%	77.61%	80.87%	84.12%
9	52.25%	54.82%	57.39%	60.82%	64.24%	68.10%	71.96%	75.81%	79.67%	82.92%	86.18%
10	52.25%	55.68%	59.10%	62.10%	65.10%	68.96%	72.81%	76.67%	80.52%	84.38%	88.23%
11			59.96%	62.96%	65.96%	69.81%	73.64%	77.52%	81.38%	85.66%	89.95%
12			60.82%	63.82%	66.82%	70.67%	74.53%	78.38%	82.24%	86.52%	90.80%
13			62.81%	66.11%	69.41%	73.25%	77.09%	80.87%	84.66%	89.03%	93.40%
14			64.80%	68.59%	72.33%	75.97%	79.61%	83.35%	87.09%	91.36%	95.63%
15			67.16%	71.44%	75.73%	79.84%	83.95%	86.69%	89.43%	94.72%	100.00%
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Grand-fathered			92.50%		95.15%		96.47%		97.35%		