

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Impasse between

SAYRE AREA SCHOOL DISTRICT
"Public Employer"

And

SAYRE AREA EDUCATION ASSOCIATION,
PSEA/NEA

REPORT AND
RECOMMENDATIONS

Case No. Act 88-15-24-E

Before
Walter Glogowski
Fact Finder

Appearances:

For the Employer

Benjamin L. Pratt, Esquire

For the Association

Stuard Karschner, Uniserv Representative

Pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act (PERA), I was appointed by the Pennsylvania Labor Relations Board ("PLRB") on June 16, 2015 as the Fact Finder in the impasse between the Sayre Area School District (the "Employer") and the Sayre Area Education Association (the "Association"), a unit comprised of approximately 86 professional employees located within the Bradford County Intermediate Unit (IU-17). 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 Sayre Area Board requested Fact Finding.

On July 15, 2015 a hearing and executive session was held in the Sayre 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. A separate prehearing executive session was held on July 6, and a post hearing session held on July 17 with the representative of the District and the PSEA Uniserv representative at the PSEA office pertaining to the unresolved issues and possible settlement. The Fact Finder and Advocates further discussed the issues via email and telephone.

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

MUTUAL ISSUES

1. Article 11. Term of Agreement
2. Appendix A Section 1-Wage Increases

SCHOOL DISTRICT ONLY ISSUES

1. Appendix A. Section L.
2. Appendix B. Section A. Number 1. A & b. Hospitalization (New Language)
3. Appendix B. Section A. Number 5.
4. Appendix B. Section R. Number 9.
 1. Appendix C. Section A. Number 1.
5. New Provision, Negotiations of past practices

ASSOCIATION ONLY ISSUES

1. Appendix A. New Professional Employees Prior Service, Section 1.
2. Appendix A. Section B. Special Provisions
3. Appendix A. Section D. Per Diem Rate
4. Appendix A. Extended School Year (New Language)
5. Appendix A. Step Placement and Salary Schedule Wage Increases
6. Appendix B. Section V. Re-Assignment (New Language)
7. Appendix B. Section W. Testing Administration (New Language)
8. Appendix C. Section A Length of Day and Contract

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.

DISCUSSION AND RECOMMENDATION

1. Article 11. Term of Agreement

The Association is proposing a four (4) year agreement retroactive to July 1, 2013 through September 1, 2017.

The term of this agreement shall begin on July 1, 2008 2013 and shall continue in full force and effect until September 1, 0013 2017 or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date, or any other modification hereof, shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

The Board agrees to the four (4) year agreement

Recommendation: Amend the current collective bargaining agreement to reflect the agreement as well as make the necessary editorial changes as needed.

2. Appendix A. Section 1-Wage Increases

The Association is proposing step movement each year and salary increases (Total) of 3.5%, 3.3%, 3.1%, and 2.9%.

The Board is looking for a wage freeze in the first year, 2.51% in the second year with the elimination of the BS+ 12, BS+36 the MI2, M48, and M60 from the salary schedules. In addition the Board would like to reduce the entry level BS step one scale from \$51,999 down to 49,000. In the third year a salary increases of 2% and 1.25 in the last year.

Recommendation: The Association's proposal is denied as well as the Board's proposed changes listed above. I am recommending that the following retroactive salary percentage increase, **which includes incremental cost**, along with the order in which the columns are to be deleted are as follows: For the 2013-14 contract year a 2% increase with no columns eliminated, for 2014-15 year a 3% salary increase with the elimination of the MS+48, MS+60, and the PHD columns, for 2015-16 a 3% increase with the elimination of the MS+36, and for the 2016-17 a 3.25% increase and the elimination of the MS+24 column.

The justification for the percentage increase is based on the facts that were presented at the hearing by the Board and confirmed by the Association that there would be a **substantial savings** if the Association agreed to the Board proposed Health Care revisions along with **considerable savings** on tuition reimbursement with the elimination of the above columns. These revisions and salary increases are consistent with the contracts that have been and are being negotiated in the Intermediate unit. They provide a **balance of** what is happening in the Northern Tier. See the recommended attached salary schedules:

3. Appendix A. New Professional Employees-Prior Service, Section 1.

The Association is proposing to amend the contract language to read:

A teacher Proper Certification in Assigned Areas

A teacher, properly certificated in the assigned teaching area, entering the School District shall receive credit for ~~all up to five (5)~~ years for comparable previous teaching experiences, provided, however, that in specific instances the District shall have the option to increase the amount of the credit granted. Prior service must be continuous and on at least a Bachelor's Degree.

The Board does not agree and wishes to maintain the: status quo.

Recommendation: The Association proposed change is denied.

4. Appendix A. Section B. 2.

The Association is proposing to amend the contract to read:

The School District reserves the right to determine any beginning or other salaries "**consistent with the salary schedule**" or wherein it is considered for the best interest of the school system, however, no employee shall be placed on a horizontal level (e.g. Bachelor's + 12) which he has not earned. In no case shall an employee receive in excess of the maximum salary in the appropriate vertical column.

The Board does not have any strong objections to the revised language.

Recommendation: The proposed revision is accepted.

5. Appendix A. Section D. Per Diem Rate

1. ~~For the 2008-2009 school year, any per diem deduction shall be made on a basis of 1/186 of employee's salary. Commencing with the 2009-2010~~ **2013-2014** school year, any per diem deduction shall be made on the basis of ~~1/187th~~ **1/182nd** of the employee's annual salary.

2. Any work performed after June 30 shall be paid based on the new school year salary schedule.

The Board does not agree to the proposal. Maintain the status quo.

Recommendation: The Association's proposal is denied.

6. Appendix A. Section L

The Board is proposing that: "All extra-curricular positions and co-curricular contract language be removed from this agreement."

The Association does not agree to the proposal and wishes to maintain the status quo.

Recommendation: The Board's proposed deletion is denied in part. I am recommending that the language referencing the extra-curricular positions and extra-curricular salary schedules be eliminated but retain the co-curricular positions and relevant language,

7. Appendix A. Step Placement and Salary Schedule Wage Increases

The Association is proposing the following changes to the step placement.

J. STEP PLACEMENT CHART FOR THE 2008-2013 2013-201 SALARY SCHEDULE

2012-2013	2013-2014	Base Year 2014-2015	2015-2016	2016-2017
				1
			1	2
		1	2	3
	1	2	3	4
1	2	3	4	5
2	3	4	5	6
3	4	5	6	7
4	5	6	7	8
5	6	7	8	9
6	7	8	9	10
7	8	9	10	11
8	9	10	11	11
9	10	11	11	11
10	11	11	11	11
11	11	11	11	11

Professional employees shall progress through the salary schedule in a horizontal manner on the above step placement chart beginning from their 2007-08 2012-13 step.

The Board does not disagree to the Association's proposal.

Recommendation: The Association's proposal is accepted.

8. Appendix B. Section A Number 1.A & b. Hospitalization (New Language)

The Board is proposing to replace the current health care language with the following revisions:

The Sayre Area School District is a member of the Northern Tier Insurance Consortium and will offer the HDHP or equivalent plan provided by Northern Tier Insurance Consortium. Coverage will be provided for employees and dependents (dependent children to age 26. The Consortium follows the contractual plan changes required by Blue Cross of Northeastern Pennsylvania FPLIC as they become approved through the Pennsylvania State Insurance Department.

Employees will be given the opportunity to elect their coverage option once during the Plan Year (July 1 through June 30). An open enrollment period will be provided once per Plan Year for the employee to select or decline coverage for the next 12 month period. This coverage decision cannot be changed until the next annual open enrollment period, unless the employee experiences a life changing event as defined by Section 125 of the Internal Revenue Code.

HDHP: The high deductible health care plan currently includes (for the single coverage) a deductible of one thousand two hundred fifty dollars (\$1,250) and a total out-of-pocket maximum of two thousand dollars (\$2, 000). The plan also includes (for the non-single coverage) a deductible of two thousand five hundred dollars (\$2,500) and a total out-of-pocket maximum of four thousand dollars (\$4,000). In each case the deductible amount is included as part of the out-of-pocket maximum amount.

The parties recognize that in order to remain a Qualified High Deductible Health Care Plan (QHDHP) the federal government may require the deductible amount to increase and agree that the employer may agree to such changes as long as the total out-of-pocket amount are not changed or an HRA is provided that is equal in dollar amount to the out-of-pocket limit.

HM - The employer agrees to provide a prepaid Health Reimbursement Account (HRA) of two thousand dollars (\$2,000) each day one of each plan year for each member of the bargaining unit who chooses the single coverage option.

The employer agrees to provide a prepaid HRA of four thousand dollars (\$4,000) each day one of each plan year for each member of the bargaining unit who chooses any of the non-single coverage options.

In each of the above cases (single or non-single coverage) the bargaining unit member shall have access to the HRA on day one of each plan year.

The employer contribution of the HRA (\$2,000 or \$4,000) shall be based on the coverage that the member is enrolled in at the time of the deposit and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. Section 125 qualifying events.

Premium Share

Single Coverage: All bargaining unit members, their first year enrolled in the HDHP-I single coverage, will be responsible for paying a premium share of one thousand dollars (\$1,000). The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pretax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for health care costs during the previous year, the amount not to exceed one thousand dollars (\$1,000).

Non-Single Coverage: All bargaining unit members, their first year enrolled in the HDHP-I non-single coverage, will be responsible for paying a premium share of one thousand five hundred dollars (\$1,500). The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pretax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for health care costs during the previous year, the amount not to exceed one thousand five hundred dollars (\$1,500).

The Association does not disagree with the Board's proposal as long as the Board will accept the new salary schedule proposed by the Association.

Recommendation: The Board's proposal is accepted contingent on the Board accepting the attached salary schedule and should implement the new health care plan as soon as possible.

9. Appendix B. Section A Number 5. Part-time Employees

The Board is proposing to revise the current language by defining what constitutes a part-time employee as follows:

Any full-time tenured professional employee, who after four (4) consecutive years of service to the District, is then reduced to part-time service, which is defined as working less than thirty (30) hours per week, shall be provided the option of receiving insurance benefits. Any other professional employee working less than thirty (30) hours per week shall be provided the option of receiving insurance benefits. Employees working less than thirty (30) hours per week shall be eligible to purchase the District's base plan at the employee's expense.

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

Recommendation: The Board's proposal is denied.

Appendix B. Section R. Early Retirement Incentive Retirement Benefits

The Board is proposing to revise the current language as follows:

Any bargaining unit member having completed a minimum of twenty (20) years of accredited service who retires and is participating in the Public School Employee Retirement System but is not yet eligible for Medicare, may purchase the District's base health care insurance coverage by paying the premiums so that it is received by the District by the tenth (10th) day of the first month following retirement, and monthly thereafter, without interruption. Retirees shall be eligible for other insurance offered by the District; however, they will pay the full amount of the premium as stated above.

The District will not advance any premiums. Failure of the retired individual to pay as required will result in the elimination of the individual from further participation in the group.

Said participant may maintain this membership in the base health care coverage until he or she becomes eligible for Medicare. All coverage under this provision shall be subject to any and all requirements of the carrier as to eligibility and procedure.

Any bargaining unit member having completed a minimum of twenty-five (25) years of accredited service to the Sayre Area School District and who retires after June 30, 2013, and is participating in the Public School Employee Retirement System, but is not yet eligible for Medicare, shall be afforded the base medical insurance coverage provided by the District at the expense of the District less a one hundred dollar (\$100) cost- share each month. Retirees may purchase other insurances provided to employees of the District, however the retiree shall be responsible for paying any difference in the insurance coverage. For purposes of this subparagraph only, a bargaining unit member may use up to two (2) years of the United States Military Service with an honorable discharge in calculating requirements for the twenty-five (25) years of accredited service. Premium payments shall be made to the District Business Office no later than the tenth (10th) day of each month thereafter, without interruption.

Retirement letter must be received in the District office by January 1 or the bargaining unit member will forfeit their medical insurance coverage.

The Association does not object to the revised language with the exception to the last sentence. They propose that the last sentence should read: "**Retirement letter must be received in the District Office by April 1 of the school year the employee plans to retire.**"

Recommendation: The Board's proposal as revised by the Association is accepted. In addition I am recommending the following sentence be added to the end of the paragraph: "**The Board reserves the right to liberalize the retirement notice date based on the circumstances of each individual case.**"

Appendix B. Section V. Re-Assignment (New Language)

The Association is proposing to add the following new Language to the collective bargaining contract:

"Bargaining unit members will be given at least thirty (30) days' notice of their yearly assignment, if possible."

The Board does not object to the inclusion of the proposed addition. Recommendation: The proposed addition is accepted.

W. TESTING ADMINISTRATION:

The Association is proposing to add the following new Language to the collective bargaining contract:

In the event of any and all Local, District, State and Federal required testing, 2 professional employees shall be assigned to each classroom.

In grades 7-12 teachers will not proctor any subject area test within their certification.

In grades Ready 4 - 6 teachers will not proctor testing for any students within their grade level.

The Board does not strongly disagree but are concerned that there may not be a sufficient number of professional employees to assign coverage as proposed.

Recommendation: The Association's proposal is accepted with the revision of the term "2 **professional**" employees; the recommended revision would provide 2 employees of which one by law must be a teacher.

Appendix C. Section A Length of Day and Contract

2. Length of Contract - Teacher contracts shall be for 186 days in 2008-2009, commencing with the 2009-2010 ~~2013-2014~~ school year the contract shall be for ~~187~~ **182** days, of which 180 days shall be days of instruction with an additional **two (2)** ~~six (6) or seven (7)~~ days of workshops, in-service, and/or similar programs, ~~and three (3) two hour (2 hr.) evening parent teacher conferences/open houses scheduled during the school term by the administration. Attendance is required. Additionally, required technical training will be provided annually, not to exceed twelve (12) hours per year, not to exceed two (2) hours at any one session. In the 2011-2012 school year the association and board shall meet to determine if one additional day is needed, for the purpose of workshops and/or trainings making the teacher's contract 188 days.~~

The in-service programs shall be planned jointly by the administration and members of the bargaining unit.

The final teacher day (~~186th day~~) in 2008-2009 and commencing in 2009-2010 (~~187th~~) will be from the hours of 8:30 a.m. until 12:00 p.m.

The counselors shall work the same days as the teaching staff during the academic school year. In addition, the secondary counselor shall work twenty five (25) days between terms and the elementary counselor shall work ten (10) days between terms. The scheduling of these days shall be the responsibility of the administration; however, input from the affected counselors must be obtained and considered prior to assignment. Also, reasonable notice shall be given to the counselors when scheduling between term days. Reasonable notice shall be considered as at least one calendar week in advance of the day scheduled for work. Shorter notice may be utilized if agreed to by the counselor and the administration. The superintendent shall have the discretion to assign up to ten (10) additional days beyond the total thirty five (35) between term days allotted above as she/he deems it necessary.

The Association is proposing the following changes to the length of the contract as well as to all provisions that would be revised to accommodate their proposal.

The counselors shall work the same days as the teaching staff during the academic school year. In addition, the secondary counselor shall work twenty five (25) days between terms and the elementary counselor shall work ten (10) days between terms. The scheduling of these days shall be the responsibility of the administration; however, input from the affected counselors must be obtained and considered prior to assignment. Also, reasonable notice shall be given to the counselors when scheduling between term days. Reasonable notice shall be considered as at least one calendar week in advance of the day scheduled for work. Shorter notice may be utilized if agreed to by the counselor and the administration. The superintendent shall have the discretion to assign up to ten (10) additional days beyond the total thirty five (35) between term days allotted above as she/he deems it necessary.

The Board does not wish to reduce the number of days in the work year and wishes to maintain the status quo.

Recommendation: The Association's proposal is rejected.

14. New Provision, Negotiations of past practices

The Board is proposing that the parties to the agreement identify what they believe to be a "past practice" and to negotiate that practice. Failing to do so renders the past practice null and void.

The Association has concerns related to bargaining past practice language where the Board can deny a past practice at will.

Recommendation: The issue of what is a past practice is a major concern of both parties which can result in numerous grievances that can be filed alleging that a past practice has been violated. The Boards' has just appointed a new superintendent and is concerned because of her newness that she would not be aware of what practice, if any, exists.

Therefore I am recommending the following language to assist the parties in that endeavor:

During these negotiations for a successor collective bargaining agreement both parties have had the opportunity to identify and exchange past practices and memorandum of understandings that are believed to be in place during the term of the collective bargaining agreement. Both parties recognize that they have had the opportunity to negotiate any current past practice or memorandum of understanding. If any party has failed to bring to the bargaining table any past practice or memorandum of understanding which they believe are in effect during the term of this agreement, then the party shall be required to identify the practice or memorandum of understanding and prove the practice or memorandum of understanding are legally viable. If the parties agree the past practice meets the legal standard or a third party arbitrator agrees a past practice had been established, and then it will be captured in a memorandum of understanding and attached to this collective bargaining agreement. Both parties reserve the right to negotiate at the next round of negotiations any attached past practice or memorandum of understanding.

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: July 23, 2015



Walter Glogowski