

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of Fact-Finding	:	Fact-Finding Report and
Between:	:	Recommendations
	:	
	:	Case No.: ACT 88-16-29-W
HOPEWELL SECRETARIES AND AIDES	:	
EDUCATION SUPPORT	:	
PROFESSIONALS, PSEA/NEA	:	
("Association")	:	
	:	
AND	:	
	:	
HOPEWELL AREA SCHOOL DISTRICT	:	
("District")	:	

David V. Breen, Esquire  
Fact-Finder

For the Association: Kelley M. Clouser  
UniServ Representative, PSEA/NEA  
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New Castle, PA 16101-3234

For the District: John F. Salopek, Esquire  
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Issued: December 27, 2016

**Background**

By letter dated November 15, 2016, the Pennsylvania Labor Relations Board ("Board"), pursuant to Act 88 of 1992 and the Public Employee Relations Act, Act 195 of 1970, appointed the undersigned as Fact-Finder in the impasse between the Hopewell Secretaries and Aids Education Support Professionals, PSEA/NEA ("Association") and the Hopewell Area School District ("District"). The Association is the certified bargaining representative for all employees included in the unit as certified by the Board on June 16, 2005 at Case No., PERA-R-05-131. The Parties have been engaged in negotiation for a successor agreement to the Parties' Agreement effective July 1, 2012 through June 30 2016. The Parties, however, were unable to reach an agreement on all issues raised during 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: Sick Day Payout; Vacation Rollover; Health Paraprofessional (Aide) Differential; Longevity Stipend; Paid Lunch; Wages; Insurance Eligibility; and Medical Insurance.

On December 15, 2016 a formal Fact-Finding Hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Beaver County, 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 the Parties' respective positions. During the Hearing and discussions with the Parties, and during an Executive Session held on December 19, 2016, this Fact-Finder was given a thorough understanding of each Parties' position on the outstanding issues.

To arrive at the following recommendations the 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 clarification given to questions from the Fact-Finder; comparable data supplied giving consideration to factors peculiar to the area and jobs involved; the interest and welfare of taxpayers; and, the ability of the Employer to finance and administer the issues proposed.

## ISSUES IN DISPUTE AND RECOMMENDATIONS

### 1. Sick Day Payout

#### Association Position:

The Association proposed that the daily rate for unused sick days be increased from \$15 to \$20 for full-time employees and from \$7.50 to \$10 for part-time employees. The Association also proposed that the maximum payout increase from \$3,000 to \$3,750 for full-time employees and from \$1,500 to \$1,875 for part-time employees.

#### District Position:

The District proposed that the daily rate for unused sick days be increased from \$15 to \$20 for full-time employees and from \$7.50 to \$10 for part-time employees. The District also proposed that the maximum payout increase from \$3,000 to \$3,500 for full-time employees and from \$1,500 to \$1,750 for part-time employees.

#### Recommendation:

After carefully considering the Parties' positions, evidence and arguments the Fact-Finder recommends that the daily rate for unused sick days be increased from \$15 to \$20 for full-time employees and from \$7.50 to \$10.00 for part-time employees. The Fact-Finder also recommends that the maximum payout increase from \$3,000 to \$3,750 for full-time employees and from \$1,500 to \$1,875 for part-time employees.

The Parties shall amend Article VIII, Illness and/or Disability, Section E. Termination of Employment, Paragraphs 1 and 2 of the Agreement to reflect the above recommendations.

### 2. Vacation Rollover

#### Association Position:

The Association proposed that Article IX, Temporary Leave of Absence, Section D, Vacation be amended to include the following underlined new language: "**Full-time 12 month employees shall have the option to rollover vacation days to a maximum of twenty-five (25).**"

#### District Position:

Article IX, Temporary Leave of Absence, Section D, Vacation should not be amended as proposed by the Association.

#### Recommendation:

After carefully considering the Parties' positions, evidence and arguments the Fact-Finder recommends that Article IX, Temporary Leave of Absence, Section D, Vacation not be amended as proposed by the Association.

### 3. Health Aide Differential

#### Association Position:

The Association proposed that a new provision be added to Article VII, Wages to provide the Health Aide a \$0.20 per hour differential.

#### District Position:

The District proposed not adding a new provision to Article VII, Wages to provide the Health Aide a \$0.20 per hour differential.

**Recommendation:**

After carefully considering the Parties’ positions, evidence and arguments the Fact-Finder recommends that a new provision be added to Article VII, Wages to provide the Health Aide a \$0.20 per hour differential. This increase is effective July 1, 2017.

**4. Longevity Stipend**

**Association Position:**

The Association proposed that a new provision be added to Article VII, Wages to state as follows: “The paraprofessional shall receive a one-time stipend on his/her anniversary date at each identified benchmark below:

10 <sup>th</sup> year	\$250
15 <sup>th</sup> year	\$300
20 <sup>th</sup> year	\$350
25 <sup>th</sup> year	\$400
30 <sup>th</sup> year	\$450
35 <sup>th</sup> year	\$500”

**District Position:**

The District proposed that the Article VII, Wages not be amended to provide a Longevity Stipend as proposed by the Association.

**Recommendation:**

After carefully considering the Parties’ positions, evidence and arguments the Fact-Finder recommends that Article VII, Wages not be amended to provide a Longevity Stipend.

**5. Paid Lunch**

**Association Position:**

The Association proposed that a new provision be added to Article VII, Wages that provides a paid duty-free one-half (1/2) hour lunch.

**District Position:**

The District proposed that Article VII, Wages remain the same without providing the Secretaries with a paid duty-free one-half (1/2) hour lunch.

**Recommendation:**

After carefully considering the Parties’ positions, evidence, and arguments the Fact-Finder recommends that Article VII, Wages remain the same without providing the Secretaries with a paid duty-free one-half (1/2) hour lunch.

**6. Wages**

**Association Position:**

The Association proposed that the salary schedule in Article VII, Wages be amended for Class II and School Secretaries to receive On-Scale increases of 4.25%, \$4.25%. 4.00% and 3.75% with full retroactivity to July 1, 2016. The Association also per the Agreement proposed the same increases to the Aides wage schedule in Article VII, Wages.

**District Position:**

The District proposed that the salary schedule for Class II and School Secretaries and the wage schedule for Aides in Article VII, Wages be amended for Class II and Secretaries and Aides to receive increases of 2.10% of payroll in each year of the Agreement, with no retroactivity.

**Recommendation:**

After carefully considering the Parties’ positions, evidence, and arguments the Fact-Finder recommends that the salary schedule in Article VII, Wages be amended for Class II and School Secretaries to receive On-Scale increases of 3.00% retroactive to July 1, 2016, 3.30% effective July 1, 2017, 3.25% effective July 1, 2018 and 3.25% effective July 1, 2019. To implement this recommendation, step movement increases are maintained per the Agreement: The Fact-Finder also recommends the wage schedule in Article VII, Wages be amended for Aides to receive increases of 3.00% retroactive to July 1, 2016, 3.30% effective July 1, 2017, 3.25% effective July 1, 2018 and 3.25% effective July 1, 2019.

**7. Insurance Eligibility**

**Association Position:**

The Association proposed that Paraprofessionals (Aides) be eligible for health benefits (inclusive of vision, dental and medical/prescription). For medical/prescription, Paraprofessionals (Aides) shall only be eligible for single coverage in the Qualified High Deductible Health Plan (“QHDHP”) with the option to buy-up to other coverages at 100% of the cost difference between the two plans.

**District Position:**

The District proposed that the Association’s proposal be rejected and the status quo be maintained.

**Recommendation:**

After carefully considering the Parties’ positions, evidence, and arguments the Fact-Finder recommends the Paraprofessionals (Aides) be eligible for single coverage in the District’s dental plan effective July 1, 2017. Paraprofessionals (Aides) shall also have the option to buy-up other dental coverages at 100% of the cost difference between the single coverage and the other coverages.

**8. Medical Insurance**

**Association Position:**

The Association proposed that eligible employees be allowed to elect coverage in one (1) of three new plans (two (2) PPO’s and one QHDHP). In that regard the Association proposed the following:

**ASSOCIATION’S PROPOSED LANGUAGE:**

Option 1 – No Change to Existing PPO Plan Except as Follows:

Premium Sharing of 3.75% capped as follows:

	2016-17	2017-18	2018-19	2019-20
Individual	\$235	\$235	\$235	\$260
Parent/Child	\$550	\$550	\$550	\$575
Two Party	\$600	\$600	\$600	\$625
Family	\$625	\$625	\$625	\$650

Deductible:

2016-17	2017-18	2018-19	2019-20
Increase - \$150/\$300	Increase - \$200/\$400	\$200/\$400	Increase - \$250/\$500

### Plan Design Changes

- Diagnostic Services (Advanced): Co-Pay **decreased** from \$20 per date of service per provider to \$10 per date of service per provider
- Basic Diagnostic Services: Co-Pay **decreased** from \$20 per date of service per provider to \$10 per date of service per provider
- Emergency Room Copayment **increased** from \$50 per visit to \$75 per visit (waived if admitted)
- In-Network Spinal Manipulation Services Co-Payment: Co-Payment **increased** from \$0 to \$10 per visit.

Prescription Drugs (Retail):

- Generic co-pay **decreased** from \$5 to \$0
- Brand Formulary co-pay **increased** from \$15 to \$20
- Brand Non-Formulary co-pay **increased** from \$30 to \$40

Prescription Drugs (Mail Order):

- Generic co-pay **decreased** from \$10 to \$0
- Brand Formulary co-pay **increased** from \$15 to \$20
- Brand Non-Formulary co-pay **increased** from \$30 to \$40

Option 2 – No Change to Existing PPO Plan Except as Follows:

### Eliminate Premium Sharing

Deductible:

2016-17	2017-18	2018-19	2019-20
Increase - \$400/\$800	\$400/\$800	Increase - \$500/\$1000	\$500/\$1000

### Plan Design Changes

- Diagnostic Services (Advanced): Co-Pay **decreased** from \$20 per date of service per provider to \$10 per date of service per provider
- Basic Diagnostic Services: Co-Pay **decreased** from \$20 per date of service per provider to \$10 per date of service per provider
- Emergency Room Copayment **increased** from \$50 per visit to \$75 per visit (waived if admitted)
- In-Network Spinal Manipulation Services Co-Payment: Co-Payment **increased** from \$0 to \$10 per visit.

Prescription Drugs (Retail):

- Generic co-pay **decreased** from \$5 to \$0
- Brand Formulary co-pay **increased** from \$15 to \$20
- Brand Non-Formulary co-pay **increased** from \$30 to \$40

➤ Prescription Drugs (Mail Order):

- Generic co-pay **decreased** from \$10 to \$0
- Brand Formulary co-pay **increased** from \$15 to \$20
- Brand Non-Formulary co-pay **increased** from \$30 to \$40

**Option 3 – Qualified High Deductible Health Plan with Health Savings Account**

	2016-17	2017-18	2018-19	2019-20
Deductibles set by IRS	\$1,300/\$2,600	Set by IRS	Set by IRS	Set by IRS
Employer contribution into HSA	\$1000/\$2000	\$1000/\$2000	\$1000/\$2000	\$1000/\$2000

**District Position:**

The District proposed that eligible employees be allowed to elect coverage in one (1) of three (3) new Plans (two (2) PPO's and one (1) QHDHP). In that regard the District proposed the following:

**DISTRICT'S PROPOSED LANGUAGE:**

Option 1 – PPO similar to Current PPO Plan but with Changes in Plan Design. Also, proposed Premium Sharing and Deductibles as Set Forth Below:

**Premium Sharing - 3.75% as premium share with caps as follows:**

	2016-17	2017-18	2018-19	2019-20
Individual	\$350	\$350	\$350	\$350
Parent/Child	\$750	\$750	\$750	\$750
Two Party	\$850	\$850	\$850	\$850
Family	\$900	\$900	\$900	\$900

**Deductibles:**

2016-17	2017-18	2018-19	2019-20
Increase - \$500/\$1000	\$500/\$1000	\$500/\$1000	\$500/\$1000

Option 2 – No Change from Option 1 Except as Follows:

**Eliminate Premium Sharing**

**Deductibles:**

2016-17	2017-18	2018-19	2019-20
Increase - \$1000/\$2000	\$1000/\$2000	\$1000/\$2000	\$1000/\$2000

**Option 3 – Qualified High Deductible Health Plan with Health Savings Account**

	2016-17	2017-18	2018-19	2019-20
Deductibles set by IRS	\$1,300/\$2,600	Set by IRS	Set by IRS	Set by IRS
Employer contribution into HSA	\$500/\$1500	\$500/\$1500	\$500/\$1500	500/\$1500

**Recommendation:**

After carefully considering the Parties’ positions, evidence, and arguments the Fact-Finder recommends the following Plan Options to be effective July 1, 2017:

Option 1 – Move to District’s Proposed PPO Plan Option with the District’s Proposed Plan Design Changes and Premium Sharing and Deductibles as Set Forth Below:

Premium Sharing of 3.75% capped as follows:

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Individual	\$250	\$300	\$325
Parent/Child	\$600	\$625	\$650
Two Party	\$650	\$700	\$750
Family	\$675	\$750	\$775

Deductibles:

2017-18	2018-19	2019-20
Increase - \$200/\$400	Increase - \$300/\$600	Increase - \$500/\$1000

Option 2 – Move to District’s New PPO Plan with the District’s Proposed Plan Design Changes and Premium Sharing and Deductibles as Set Forth Below:

**Eliminate Premium Sharing**

Deductibles:

2017-18	2018-19	2019-20
Increase - \$500/\$1000	\$500/\$1000	\$500/\$1000

**Option 3 – Qualified High Deductible Health Plan with Health Savings Account**

	2017-18	2018-19	2019-20
Deductibles set by IRS	Set by IRS	Set by IRS	Set by IRS
Employer contribution into HSA	\$1000/\$2000	\$1000/\$2000	\$1000/\$2000

## CONCLUSION

It is the Fact-Finder's considered opinion that the recommendations contained herein are fair and appropriate after due consideration of the totality of the facts and circumstances.

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 inform the Pennsylvania Labor Relations Board and each other if they accept or reject the report.

This Fact-Finding report shall remain confidential by the parties and the Fact-Finder during the ten-day consideration period and until officially released for publication by the Board in the event of a rejection.

The Fact-Finder respectfully submits the Findings and Recommendations as set forth herein.

By: /s/David V. Breen

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Issued: December 27, 2016