

Before Louis V. Imundo, Jr., Fact Finder

In the matter of fact finding between

Harbor Creek School Board

and

Harbor Creek Education Association PSEA/NEA

This matter was heard before Louis V. Imundo, Jr., Fact Finder, in Harbor Creek, Pennsylvania on November 5, 2018.

1.0 Introduction

1.1 Appearing For The District

- Mark T. Wassell, Esq. Attorney at Law
- Kelly Hess, Superintendent
- Karl Dolak, Business Administrator
- Bryan Fife, Vice President of the School Board
- Pamela Chodubski, Principal of the Sr. High School
- Drew Mortensen, Assistant Principal of the Sr. High School

1.2 Appearing For The HCEA/PSEA

- John Revell, Esq., PSEA Regional Field Director
- James Henninger-Voss, PSEA Assistant Director of Research
- Ruthann Waldie, PSEA Fact Finding Specialist
- Janice Pearson, HCEA President & Art Teacher
- Kurt Richter, HCEA Co-Chair & Business Teacher
- Mike Brennan, Phys. Ed. Teacher
- Dawn Roach, HCEA Co-Chair & Teacher
- Amy Smith, HCEA Secretary & Teacher

2.0 Unresolved Issues

- **Article V – Teaching Hours And Class Load**
- **Article XI – Professional, Annual, Legal, Bereavement, Sick and FMLA Leave**
- **Article XVIII – Insurance**
- **Article XXVI – Duration Of Agreement**
- **Appendix A – Base Salary Schedule**
- **Appendix B – Coaching Salary Schedule**
- **Appendix F - Retirement**

3.0 Findings And Recommendations

Article V – Teaching Hours And Class Load, Section F

Management's primary goal in negotiating the successor Agreement was to have teachers in grades 7-12 teach a seventh (7th) instructional period. The reasons for the change are:

- Improve the use of teachers' time
- Decrease class sizes
- Increase course offerings
- The District is currently out of balance with comparable schools in the Northwest Tri-County region.

The Association made a number of counter proposals all of which were rejected by Management. The Association's last proposal was that the current language should be carried over into the successor Agreement.

After reviewing the Parties' submissions and what was discussed at the Hearing the Fact Finder recommends that the following changes to Article V, Section F's language be adopted and memorialized in the successor Agreement.

Article V – Teaching Hours And Class Load, Section F

F. In an eight-period day no teacher in grades 7-12 will be required to conduct more than seven instructional periods per day in two consecutive years, unless a teacher agrees to do so. Assist shall be considered an instructional period. Study hall is not considered an instructional period.

1. In accordance with the District's objective to maximize instructional time and the opportunity to impact student learning by all professional staff, teachers will instruct no more than 5 different course numbers at any one time. Teachers of Advanced Placement classes will not be required to teach more than four different course numbers at any one time. Teachers may request to teach additional course numbers and instructional periods.
2. Teachers will instruct at maximum no more than 175 students at any one time, unless the teacher agrees to do so.
3. The District will no longer offer two courses taught by a single teacher in one instructional period, unless agreed to by the teacher.
4. The following duties will continue to be done by teachers only:
 - a. Study Hall (Academic Enhancement, Small Group Study Hall, Large Group Study Hall, Consult)

- b. Advisory
 - c. Lunch
 - d. Library
 - e. SAP
5. The District will not suspend (furlough) any teacher in grades 7-12 as a result of the increase to seven instructional periods during the life of the Agreement expiring on first day of the 2020-2021 school year. The District retains the right to suspend (furlough) any teacher for reasons contained in the Pennsylvania Public School Code.
6. Teachers assigned to a large group study hall will not have more than 15 students in that class. In a large group study hall, teachers will be required to:
- a. Take attendance.
 - b. Maintain classroom management.

Article XI – Professional, Annual, Legal, Bereavement, Sick And FMLA Leave, Section E.

Management's latest proposal provides for some increase in the bereavement leaves. Management offered three days for step-siblings; three for brother and sister; three for parent in-law, three for a near relative living in the same household; and one for a brother-in-law and a sister-in-law.

The Association proposed that bargaining unit employees get the same bereavement leave as administrator's get.

In the Fact Finder's opinion, the fact that there are, in some categories, significant differences in the bereavement leave for administrators when compared to bargaining unit members suggests that for some unknown reason(s) administrators need more time off to grieve for the loss of a loved one. There is simply no rational explanation or justifiable reason for the difference in bereavement leave. The Fact Finder recommends that bargaining unit members get the same amounts of bereavement leave as the District's administrators.

The recommended leave schedule is:

Relative	Days Released	Relative	Days Released
Spouse	5 workdays	Son-in-law	5 workdays
Parent	5 workdays	Daughter-in-law	5 workdays
Father-in-law	5 workdays	Stepchild	5 workdays
Mother-in-law	5 workdays	Near Relative in Same Household	3 workdays
Stepparent	5 workdays	Grandparent	3 workdays
Sister	5 workdays	Grandparent-in-law	3 workdays
Brother	5 workdays	Grandchild	3 workdays
Stepsibling	5 workdays	First Cousin	1 workday
Brother-in-law	5 workdays	Aunt	1 workday
Sister-in-law	5 workdays	Uncle	1 workday
Child	5 workdays	Niece	1 workday
		Nephew	1 workday

Article XVIII – Insurance

The Association proposed some modest increases in the overall costs of healthcare insurance. Management proposed significant increases in the overall costs and some changes in the structure of healthcare insurance. What the future will bring with respect to healthcare costs is impossible to accurately predict. However, the rate increase appears to be decreasing. Whether this trend will continue is anyone’s guess. The Fact Finder believes that healthcare insurance coverage should start the first day worked.

The Fact Finder recommends the following be memorialized in the successor Agreement.

Article XVIII – Insurance

Health Insurance

- A. Eligibility and enrollment of active professional employees and retirees.
 1. Professional employees shall be eligible for health insurance benefits on the first day worked.
 2. Professional employees who retire from the District and meet the requirements of the School Code may continue to be enrolled in the health insurance plan provided under this Agreement at no cost to the District and subject to the provisions of the School Code. Retiring professional employees shall notify the Business Office and the Association in writing 60 days prior to

- the effective date of retirement should they elect to enroll in the District's health insurance plan after retirement.
3. Professional employees and retirees will be eligible to change benefit plan enrollments once per year during the open enrollment period, effective each October 1 provided they meet the eligibility requirements of the Plan. The employees or retirees must notify the District's Business Office in writing no less than 30 days prior to October 1.
 4. In instances involving a qualifying event (as defined by the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended, or COBRA), professional employees, retired professional employees and their dependents shall be entitled to enroll in the District's health insurance plan effective the 1st of the month following the date of the qualifying event.
 5. Upon enrollment or re-enrollment, both the employee's and the District's premium contributions will be prorated according to Section C within this Article.
- B. Professional employees and retirees also may elect to enroll their eligible dependents for health insurance benefits. An eligible dependent is defined as any of the following:
1. A covered professional employee's spouse under a legally valid existing marriage; or
 2. A covered professional employee's unmarried child, including newborn child, step-child, child legally placed for adoption, or legally adopted child of a covered professional employee's eligible dependent spouse, or a child for whom the covered professional is a legal guardian, or child awarded coverage pursuant to an order of court, provided such child is:
 - a. Under the age of 19 years, or
 - b. Under the age of 26 years if the child is enrolled as a full-time student in an accredited university, college, technical or specialized school, or
 - c. Incapable of self-support, regardless of age, because of mental retardation, physical handicap, mental illness or development disability and dependent for support upon the professional employee (proof of such incapability and dependence may be required from time to time), or
 - d. The newborn child of a professional employee or professional employee's eligible spouse from the moment of birth through, at a maximum, the 31st day, during which time routine nursery care and care necessary for treatment of medically diagnosed congenital defects, birth abnormalities and prematurity will be covered, and during which time application for coverage must be made.

Employees returning to work from approved leaves where healthcare insurances were not provided will have their benefits reinstated the first day the return to work.

C. Premium Cost.

1. The District will continue to pay its share of the cost of health insurance benefits for eligible professional employees receiving Workers' Compensation lost-time benefits for a period not to exceed one year from the date the lost-time claim began. After one year, eligible professional employees may continue coverage at no cost to the District.
2. Professional employees shall contribute \$480.00 annually towards health insurance benefits. The employees' contributions toward premiums will increase as follows:

	<u>Annual Contribution</u>	<u>Per Pay</u>
Effective September 1, 2019	\$480	\$20

3. Where any professional employee is eligible for health insurance coverage described in this Article, the employee shall have the option of not enrolling in the District's group health insurance plan and consequently not be required to pay the premium contribution required in Article XVIII C2, prorated according to this Section C. In the instance of both spouses being professional employees within the District and only one spouse is enrolled, there shall only be one premium share charged. Employees desiring to exercise this option must complete the District's waiver of insurance form.
- D. Benefit grid will remain the same with the following changes:
- Effective July 1, 2018
- Deductible is \$200/\$400
 - Prescriptions \$10 Generic, \$30 Brand, \$40 Non-formulary, Incentive Formulary, Hard-Generic
- Effective July 1, 2019 through the life of the Agreement
- Office/Clinical/Urgent Care Visits \$25 copayment
- Effective July 1, 2020
- Deductible is \$250/\$450
 - Prescriptions \$10 Generic, \$30 Brand, \$40 Non-formulary, Incentive Formulary, Hard-Generic
- E. Miscellaneous.
- The Plan administrator may be changed by the Board as long as the provider networks are comparable.

Article XXVI – Duration Of Agreement

The Association proposed a five year Agreement. Management proposed a four year Agreement. Considering that for a number of reasons, the rate of technological, social, political and economic change has been increasing predicting the future has become increasingly difficult. The Fact Finder believes it is disadvantageous to the District and the Association to commit to a five year agreement. The Fact Finder recommends a four year agreement.

Article XXVI – Duration Of Agreement

All items contained in this Agreement shall continue in force and effect for the full duration of same. This shall become effective on the first day of school 2017-2018 and will continue in full force and effect until the first day of the 2020-2021 school year.

All salaries and monetary fringe benefits covered by the Agreement shall apply from the first working day of the school year.

Appendix A & B

The Association proposed the following salary increases:

2.5% the first year; 2.5% the second year; 3.0% the third year and 3.0% the fourth year. Management proposed 2.0% the first year, 2.5% the second year, 2.6% the third year and 2.5% the fourth year. The percentage increases would also apply to coaches and supplementals.

The Association further proposed that in the third year of the Agreement the number of steps be reduced from 16 to 15. Management proposed no change in the number of steps.

The record, in conjunction with witness's testimony at the Hearing shows that the District is financially healthy. Clearly, Management has been good stewards of the District's money. In the Fact Finder's opinion, the District can well afford a wage increase for employees without putting a strain on its finances. After reviewing all of the exhibits and considering the testimony of people representing both Parties the Fact Finder has determined that the Association's proposed wage increases for the life of the Agreement are fair, equitable and reasonable.

In the Fact Finder's opinion, an employee's competency, job performance and value to their employer does not change in small increments of time as the matrix in the Agreement suggests. The Fact Finder believes there are far too many steps and the Association's proposal to reduce the current 16 to 15 in the third year should be memorialized in the successor Agreement.

The Fact Finder recommends that the Association's proposed wage increases in each of the four years of the new Agreement be adopted for all positions including coaches and supplementals. All increases are to be retroactive.

The fact Finder recommends that the following salary schedules be memorialized in the successor Agreement:

Harbor Creek
2017-2018
Salary Schedule

Step	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48
1	45,443	45,943	46,443	47,143	47,643	48,143	48,643	49,143
2	46,918	47,418	47,918	48,618	49,118	49,618	50,118	50,618
3	48,393	48,893	49,393	50,093	50,593	51,093	51,593	52,093
4	49,868	50,368	50,868	51,568	52,068	52,568	53,068	53,568
5	51,343	51,843	52,343	53,043	53,543	54,043	54,543	55,043
6	52,818	53,318	53,818	54,518	55,018	55,518	56,018	56,518
7	54,293	54,793	55,293	55,993	56,493	56,993	57,493	57,993
8	55,768	56,268	56,768	57,468	57,968	58,468	58,968	59,468
9	57,243	57,743	58,243	58,943	59,443	59,943	60,443	60,943
10	58,718	59,218	59,718	60,418	60,918	61,418	61,918	62,418
11	60,193	60,693	61,193	61,893	62,393	62,893	63,393	63,893
12	61,668	62,168	62,668	63,368	63,868	64,368	64,868	65,368
13	63,143	63,643	64,143	64,843	65,343	65,843	66,343	66,843
14	64,618	65,118	65,618	66,318	66,818	67,318	67,818	68,318
15	66,093	66,593	67,093	67,793	68,293	68,793	69,293	69,793
16	67,568	68,068	68,568	69,268	69,768	70,268	70,768	71,268

Harbor Creek
2018-2019
Salary Schedule

Step	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48
1	46,068	46,568	47,068	47,768	48,268	48,768	49,268	49,768
2	47,543	48,043	48,543	49,243	49,743	50,243	50,743	51,243
3	49,018	49,518	50,018	50,718	51,218	51,718	52,218	52,718
4	50,493	50,993	51,493	52,193	52,693	53,193	53,693	54,193
5	51,968	52,468	52,968	53,668	54,168	54,668	55,168	55,668
6	53,443	53,943	54,443	55,143	55,643	56,143	56,643	57,143
7	54,918	55,418	55,918	56,618	57,118	57,618	58,118	58,618
8	56,393	56,893	57,393	58,093	58,593	59,093	59,593	60,093
9	57,868	58,368	58,868	59,568	60,068	60,568	61,068	61,568
10	59,343	59,843	60,343	61,043	61,543	62,043	62,543	63,043
11	60,818	61,318	61,818	62,518	63,018	63,518	64,018	64,518
12	62,293	62,793	63,293	63,993	64,493	64,993	65,493	65,993
13	63,768	64,268	64,768	65,468	65,968	66,468	66,968	67,468
14	65,243	65,743	66,243	66,943	67,443	67,943	68,443	68,943
15	66,718	67,218	67,718	68,418	68,918	69,418	69,918	70,418
16	68,193	68,693	69,193	69,893	70,393	70,893	71,393	71,893

Harbor Creek
2019-2020
Salary Schedule

Step	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48
1	48,573	49,073	49,573	50,273	50,773	51,273	51,773	52,273
2	50,048	50,548	51,048	51,748	52,248	52,748	53,248	53,748
3	51,523	52,023	52,523	53,223	53,723	54,223	54,723	55,223
4	52,998	53,498	53,998	54,698	55,198	55,698	56,198	56,698
5	54,473	54,973	55,473	56,173	56,673	57,173	57,673	58,173
6	55,948	56,448	56,948	57,648	58,148	58,648	59,148	59,648
7	57,423	57,923	58,423	59,123	59,623	60,123	60,623	61,123
8	58,898	59,398	59,898	60,598	61,098	61,598	62,098	62,598
9	60,373	60,873	61,373	62,073	62,573	63,073	63,573	64,073
10	61,848	62,348	62,848	63,548	64,048	64,548	65,048	65,548
11	63,323	63,823	64,323	65,023	65,523	66,023	66,523	67,023
12	64,798	65,298	65,798	66,498	66,998	67,498	67,998	68,498
13	66,273	66,773	67,273	67,973	68,473	68,973	69,473	69,973
14	67,748	68,248	68,748	69,448	69,948	70,448	70,948	71,448
15	69,223	69,723	70,223	70,923	71,423	71,923	72,423	72,923

Harbor Creek
2020-2021
Salary Schedule

Step	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48
1	49,703	50,203	50,703	51,403	51,903	52,403	52,903	53,403
2	51,178	51,678	52,178	52,878	53,378	53,878	54,378	54,878
3	52,653	53,153	53,653	54,353	54,853	55,353	55,853	56,353
4	54,128	54,628	55,128	55,828	56,328	56,828	57,328	57,828
5	55,603	56,103	56,603	57,303	57,803	58,303	58,803	59,303
6	57,078	57,578	58,078	58,778	59,278	59,778	60,278	60,778
7	58,553	59,053	59,553	60,253	60,753	61,253	61,753	62,253
8	60,028	60,528	61,028	61,728	62,228	62,728	63,228	63,728
9	61,503	62,003	62,503	63,203	63,703	64,203	64,703	65,203
10	62,978	63,478	63,978	64,678	65,178	65,678	66,178	66,678
11	64,453	64,953	65,453	66,153	66,653	67,153	67,653	68,153
12	65,928	66,428	66,928	67,628	68,128	68,628	69,128	69,628
13	67,403	67,903	68,403	69,103	69,603	70,103	70,603	71,103
14	68,878	69,378	69,878	70,578	71,078	71,578	72,078	72,578
15	70,353	70,853	71,353	72,053	72,553	73,053	73,553	74,053

Appendix F – Retirement

Management proposed that Appendix E – Longevity Service Incentive not be carried over into the successor Agreement. This would result in a change in Appendix F – Retirement, No. 1. The Association proposed that the Accelerated Retirement Policy that expired on July 1, 2017 be a part of the successor Agreement.

At the Hearing, Management asserted that the District has no reason, nor does it want to offer employees an incentive to retire early.

The Fact Finder agrees with Management and recommends that Appendix E not be carried over and that the minor change in the Retirement language be adopted. The current Appendix F will become Appendix E. The Fact Finder recommends that the following language be memorialized in the successor Agreement:

Appendix E

1. Eligibility – Those teachers retiring from the Harbor Creek School District who receive retirement benefits without penalty from the PSERS who retire during a legislatively approved “window” period (excluding disability retirement) may elect one of the following options.

OPTION I: Eligible retiring teachers can receive a credit calculated at the following rate of \$225.00 per year of Harbor Creek School District service.

OPTION II: Eligible retiring teachers can convert unused accumulated sick leave at the date of retirement to a cash payment at the rate of \$110.00 per sick day.

2. Effective June 1, 2001, professional employees may use all or part of the proceeds of Option I or Option II to pre-purchase health care insurance protection as provided in Article XVIII, Section A, #4.
 - a. This pre-purchase will be on the COBRA rates that are in effect at the time of retirement.
 - b. No interest will be paid on unused premium deposits nor will any rate increase be assessed to the benefits that were prepaid at the time of retirement.
 - c. The District will pay the premiums from this fund until the fund is depleted or until the professional employee terminates this option and withdraws the remaining fund balance.

