

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and
	(Recommendations
Between	(
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Albert Gallatin School District	(Case No. ACT 88-19-9-W
	(
and	(Date of Hearing: July 16, 2019
	(
Albert Gallatin Education Association, PSEA/NEA	(Date of Report: July 29, 2019
	(

Michelle Miller-Kotula
Fact-Finder

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Background

By letter dated June 18, 2019, 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 Albert Gallatin Area School District (hereafter referred to as the “District”) and Albert Gallatin Education Association, PSEA/NEA (hereafter referred to as the “Association”). The Association represents a bargaining unit of approximately 232 teachers. The District includes municipalities located in Fayette County, 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 “CBA”) which was effective by its terms from August 15, 2013 through August 15, 2018. The parties began formal negotiations on January 4, 2018, exchanged proposals and met approximately seventeen times, in an attempt to negotiate a successor CBA. Several tentative agreements were reached by the parties, but they 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 District and the Association.

In accordance with the PLRB’s Order, the parties filed written statements of the issues in dispute with the Fact-Finder involving the following:

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|----------------------|---|
| Article XIV | Professional Employees Conduct / Performance / Responsibilities
A. Secondary Teachers / Prep Time
1. Pilot Program |
| Article XIV | Professional Employees Conduct / Performance Responsibilities
C. Teacher’s Day
1. Length of Day |
| Article XIV | Professional Employees Conduct / Performance / Responsibilities
I. Compensatory time (new language) |
| Article XIV | Professional Employees Conduct / Performance Responsibilities
New language |
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| Article XVIII | Professional Compensation Salary Schedules |

Article XVIII	Professional Compensation Salary Schedules D. Head Teachers
Article XVIII	Professional Compensation Salary Schedules D.4. Extracurricular Activities
Article XVIII	Professional Compensation Salary Schedules
Article XIX	Insurance Protection
Article XX	Illness or Disability MOU of 1999 Sick Leave Bank
Article XXVII	Duration of Contract (Term)

On July 16, 2019, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Uniontown, 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.

Discussions were held between the parties. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues. The parties also informed the Fact-Finder of tentative agreements that were reached.

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 expired collective bargaining agreement.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.
- The interest and 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 CBA created through this process.

ISSUES IN DISPUTE AND RECOMMENDATIONS

Article XIV

Professional Employees Conduct/Performance/Responsibilities

A. Secondary Teachers/Prep Time

1. Pilot Program

Association Position:

The Association proposes for the pilot program to terminate at the end of the 2022-2023 school year, unless sooner extended with or without modification. The Association contends the District's push for this enrichment period was a way to balance the scheduling of students, because of multiple facets, some of which may or may not be good for students and education.

The Association points out although not a valid and appropriate measure of students, the testing data since the inception of the program does not illustrate that the added change to mathematics classes has made a difference in the students' performance. The Association is willing to allow the program to continue for four more years to accrue sufficient sampling data to determine the worth of the program.

District Position:

The District proposes to continue the Enrichment Program set forth in the expired CBA with no sunset at the conclusion of the successor CBA, and with the changes previously agreed upon by the parties and memorialized in the May 2, 2019 Ratification Document.

Recommendation:

The Fact-Finder has reviewed the positions of the parties. The recommendation made in this report for the parties to adopt the changes outlined in the May 2, 2019 Ratification Document.

Article XIV

Professional Employees Conduct/Performance/Responsibilities

C. Teacher's Day

1. Length of Day

Association Position:

The Association points out the "extended work day" was bargained into the 2010-2013 CBA. The District's rationale was that an additional fifteen (15) minutes per day, three (3) days a week, would be valuable time to co-plan, institute professional learning communities, evaluate data, and hold department meetings.

The Association takes the position these meetings are no longer relevant. The District proposed and the Association tentatively agreed to eliminate department chairs and head teachers. The

time needed in a single sitting to accomplish goals goes beyond fifteen (15) minutes and such work should be done during in-service and Act 80 days.

The Association states its proposal is effective because Domain 4d of the Danielson Framework for Teacher Evaluation requires participating in a professional community. The Association also contends its rates of pay are inconsistent with the number of hours outside of school the teachers put in and would be rewarded for the work already done.

District Position:

The District proposes that the revised language contained in the Ratification Document concerning the modification to the length of the teacher day to provide for a lengthened day one (1) time per week for thirty (30) weeks for an additional period of thirty (30) minutes per day for designated instructional and cooperative activities be adopted by the Fact-Finder.

Recommendation:

The Fact-Finder recommends for the modifications contained in the May 2, 2019 Ratification Document to be adopted related to this section of the CBA.

Article XIV
Professional Employees Conduct/Performance/Responsibilities
I. Compensatory Time (New Language)

Association Position:

The Association proposes adding language that memorializes the practice of excusing High School teachers who participate in graduation and early dismissal (half day) on the final clerical day, and adding the same courtesy to Middle School teachers who act as chaperones for the Kennywood Day with the Middle Schools.

District Position:

The District takes the position there is no reason to memorialize the practice related to graduation in the CBA. The issue of Kennywood Day was recently added to the Association's outstanding issues.

Recommendation

It is this Fact-Finder's recommendation the proposed new language related to Compensatory Time should not be entered into the CBA. The parties have a practice in place to handle the graduation participation.

Article XIV
Professional Employees Conduct/Performance/Responsibilities
(New Language)

Association Position:

The Association proposes for the Act 48 Committee to be convened regularly to plan, implement, and maintain a professional development schedule and offerings which are requested by its members, and which its members find valuable and relevant to their classrooms, students, and the work of teaching.

It is the contention of the Association the District has failed to honor its obligations under the School Code to keep an Act 48 Committee including its members to plan, implement, and maintain professional development, and the quality of the professional development, and its members valuing those programs has waned since. The District's proposal infringes on one of the few obligations for pay contained within the School Code, which provides for a required ten (10) days for each employee per year, with no loss of pay.

District Position:

The District proposes to add the following language, stating that employees who fail to report to work on in-service days or Act 80 days shall not be entitled to be paid for said days, regardless of whether said employee has sick or personal days, and that the employee's pay shall be reduced by a per diem amount to reflect the missed in-service or Act 80 day, as follows:

J. Failure to Report

Any bargaining unit member who fails to report to work on an in-service day or Act 80 day shall not be paid for a missed day. There shall be deducted from the employee's salary an amount equal to the employee's per diem wage rate.

Recommendation:

It is this Fact-Finder's recommendation that the language in this Article remain unchanged.

Article XV
Non-Teaching Duties

Association Position:

The Association opposes the District's proposed language stating that teachers serving as sponsors or coaches for activities taking place away from a District building may be required to drive students in a District-owned van or vehicle with no payment or other compensation.

The Association submits its bargaining unit members are professional employees and are to be utilized for their specialized certifications and degrees. Its members are not trained or licensed as pupil transportation employees, nor should the expectation that an individual who can successfully drive his or her own personal vehicle be any indicator he or she would be skilled at

such position. Should the District preclude someone from serving successfully as a sponsor or coach of an event/team, only if that person is unable or unwilling to drive students, could also be a violation of that employee's rights under the Americans with Disabilities Act, the Equal Employment Opportunity Act and/or the Uniformed Services Employment and Reemployment Rights Act.

The Association points out its proposal resolves an outstanding grievance for its members being utilized as drivers.

District Position:

The District proposes language stating that teachers serving as sponsors or coaches for activities taking place away from a District building may be required to drive students in a District-owned van or vehicle with no payment or other compensation for driving as follows:

- Except as set forth in Section B.3, teachers shall not be required to drive students to activities which take place away from the school building. If the teacher does so voluntarily, with advance approval, the teacher shall be compensated at the prevailing IRS allowance rate when driving the teacher's own personal vehicle.
- Teachers serving as a sponsor or coach for an activity that takes place away from the school building may be required to drive students in a School District owned van or vehicle. There will be no payment or compensation for the driving.

Recommendation:

It is this Fact-Finder's recommendation to adopt the language contained in the May 2, 2019 Ratification Document. The changes relate to compensation, Insurance Guidelines for District Owned Vehicles and Extra Curricular.

Article XVII
Suspension or Layoffs

Association Position:

The Association rejects the District's proposal to eliminate language that it states claims, "adds an additional reason for furloughing staff." According to the Public School Code of 1949, 1124, as amended, Districts may suspend (furlough) staff for five (5) reasons. Caselaw on "substantial decrease in pupil enrollment" has been inconsistent in determining what "substantial" means. The Association points out the language the District wants to strike, which the parties agreed to add to the CBA in 1982, very clearly defined for the parties "declining enrollment."

The District knows its rights to furlough for economic reasons as furloughs are planned for the 2019-2020 school year.

The Association proposes to align the language to the changes under 1124 and 1125.1 as it was amended under Act 55 of 2017. The Association proposes to track evaluations as they now are a factor in which individuals are furloughed and recalled.

District Position:

The District proposes to delete language contained in Paragraphs B and C of the CBA which adds an additional reason for furloughing professional staff members.

Recommendation:

It is this Fact-Finder’s recommendation that the language in this Article remain unchanged.

**Article XVIII
Professional Compensation Salary Schedules**

Association Position:

The Association proposes step movement for employees each year plus new money on the scale in the following amounts:

<u>Year of Contract</u>	<u>Description of change</u>	<u>total dollar increase</u>	<u>total % increase</u>
2018-2019	\$714 added to every step	\$534,184	4.0%
2019-2020	\$500 added to every step	\$505,046	3.63%
2020-2021	\$727 added to every step	\$522,190	3.63%
2021-2022	\$925 added to every step	\$541,780	3.63%
2022-2023	\$500 added to every step	\$566,280	3.66%

Average total across five years: 3.71% inclusive of step movement

The Association contends in comparison to the schools in Fayette County, this District has the lowest career earnings because of having the 2nd lowest starting salary, has the 3rd lowest career rate, and has the longest number of years to reach the career rate for individuals already in the bargaining unit at the start of the last CBA.

The District’s proposal devalues the salary schedule throughout the CBA. Each salary step would be \$1,340 less than it was in 2017-2018. This salary proposal is commensurate with the County comparison of the most recent settlements.

The Association submits attracting and retaining teachers will be difficult if the wages continue to stagnate.

It is the position of the Association its financial proposal is paid for with the move to the Allegheny County Schools Health Insurance Consortium. The steep increases in PSERS costs over the last several years have plateaued. The District receives 75% of these costs back from the State.

District Position:

The District proposes the following salary increases for the following school years:

2018-2019 (status quo year) No adjustment to 2017-2018 salary schedules

2019-2020	4.3%
2020-2021	1.0%
2021-2022	2.0%
2022-2023	2.0%

The District’s salary proposal is based on the pre-2019-2020 matrix used by the parties in negotiations to this point. The District proposes any employee who has left the employment of the District prior to the date of ratification of the new CBA receive no adjustment in salary.

The District points out under the expired CBA, raises for the 2017-2018 school year were effective for the second semester. Those salary amounts were then effective for the status quo period and the Association’s employees received salary increases during the status quo year by enjoying the benefit of the increased salaries from 2017-2018 for a full school year.

Recommendation:

The Fact-Finder has reviewed the financial information that has been provided by the parties. Based on this review, the following salary increases are recommended, with the related salary schedules as follows:

2018-2019	3.0%, \$500 added to top step only
2019-2020	3.70%, \$500 added to all steps
2020-2021	3.57%, \$650 added to all steps
2021-2022	3.02%, \$500 added to all steps

The Fact-Finder also recommends removing the Early Retirement language as contained May 2, 2019 Ratification Document.

2017-2018 (Base Year)

	Bachelors	Masters
Step 1	33,800	34,400
Step 2	35,800	36,400
Step 3	37,800	38,400
Step 4	39,800	40,400
Step 5	41,826	42,426
Step 6	43,826	44,426
Step 7	45,826	46,426
Step 8	52,956	53,556
Step 9	54,856	55,456
Step 10	55,656	56,256
Step 11	56,656	57,256
Step 12	57,756	58,356
Step 13	58,256	58,856
Step 14	59,456	60,056
Step 15	59,656	60,256
Step 16	67,456	68,056
	75,256	75,856

2018-2019 (year 1)

	Bachelors	Masters
Step 1	33,800	34,400
Step 2	35,800	36,400
Step 3	37,800	38,400
Step 4	39,800	40,400
Step 5	41,826	42,426
Step 6	43,826	44,426
Step 7	45,826	46,426
Step 8	52,956	53,556
Step 9	54,856	55,456
Step 10	55,656	56,256
Step 11	56,656	57,256
Step 12	57,756	58,356
Step 13	58,256	58,856
Step 14	59,456	60,056
Step 15	59,656	60,256
Step 16	67,456	68,056
Step 17	75,756	76,356

2019-2020 (year 2)

	Bachelors	Masters
Step 1	34,300	34,900
Step 2	36,300	36,900
Step 3	38,300	38,900
Step 4	40,300	40,900
Step 5	42,326	42,926
Step 6	44,326	44,926
Step 7	46,326	46,926
Step 8	53,456	54,056
Step 9	55,356	55,956
Step 10	56,156	56,756
Step 11	57,156	57,756
Step 12	58,256	58,856
Step 13	58,756	59,356
Step 14	59,956	60,556
Step 15	60,156	60,756
Step 16	67,956	68,556
Step 17	76,256	76,856

2020-2021 (year 3)

	Bachelors	Masters
Step 1	34,950	35,550
Step 2	36,950	37,550
Step 3	38,950	39,550
Step 4	40,950	41,550
Step 5	42,976	43,576
Step 6	44,976	45,576
Step 7	46,976	47,576
Step 8	54,106	54,706
Step 9	56,006	56,606
Step 10	56,806	57,406
Step 11	57,806	58,406
Step 12	58,906	59,506
Step 13	59,406	60,006
Step 14	60,606	61,206
Step 15	60,806	61,406
Step 16	68,606	69,206
Step 17	76,906	77,506

2021-2022 (year 4)

58,906	Bachelors	Masters
Step 1	35,450	36,050
Step 2	37,450	38,050
Step 3	39,450	40,050
Step 4	41,450	42,050
Step 5	43,476	44,076
Step 6	45,476	46,076
Step 7	47,476	48,076
Step 8	54,606	55,206
Step 9	56,506	57,106
Step 10	57,306	57,906
Step 11	58,306	58,906
Step 12	59,406	60,006
Step 13	59,906	60,506
Step 14	61,106	61,706
Step 15	61,306	61,906
Step 16	69,106	69,706
Step 17	77,406	78,006

Article XVIII
Professional Compensation Salary Schedules
D. Head Teachers

Association Position:

The Association points out the District eliminated the Head Teacher positions, as well as the Department Chairs, at its June 26, 2019 Board meeting.

District Position:

The District proposes to amend the CBA to include language regarding head teachers as set forth in the parties' Ratification Document.

Recommendation:

The Fact-Finder recommends that the language contained in the May 2, 2019 Ratification Document related to D. Head Teachers, be adopted by the parties.

Article XVIII
Professional Compensation Salary Schedules
D. 4. Extracurricular Activities

Association Position :

The Association proposes to increase the extracurricular stipends by 1.5% per year. It is the position of the Association the County the comparison group average establishes stipends for all scholastic-related extracurriculars (non-athletic) are higher than the base year and, for many of them, higher even after 5 years of 1.5% increases. The Association wants to continue to encourage its members to take on the extra work.

District Position:

The District proposes to leave the extracurricular activity rates the same as set forth in the expired CBA.

Recommendation:

This Fact-Finder recommends no language change related to Article XVIII, D.4, Extra Curricular Activities.

Article XVIII
Professional Compensation Salary Schedules

Association Position :

The Association considers this proposal as written notice it will no longer accept the established practice of allowing the District to bargain directly with its employees regarding the hours and conditions of employment for such duties as early or late bus duty, lunch duty during one's own duty-free lunch, and others. The Association's proposal enables such positions to be fairly distributed to its members, and should no one bid on the position, the District may assign the least senior individual in the building to complete such task.

District Position:

The District proposes to retain the current language in the expired CBA regarding extracurricular activities and not to open or accept bids to adjust schedule start and end times.

Recommendation:

It is this Fact-Finder’s recommendation that the language proposed in Article XVIII, Professional Compensation Salary Schedules D 4 & 5, as shown in the May 2, 2019 Ratification Document be adopted by the parties.

**Article XIX
Insurance Protection**

Association Position:

The Association proposes for employees who elect the Community Blue Flex PPO (Primary) plan in the Allegheny County Schools Health Insurance Consortium to continue toward healthcare premiums based upon the following schedule:

<u>School Year</u>	<u>Individual Coverage</u>	<u>Two Party Coverage</u>	<u>Family Coverage</u>
2019-2023	\$65/month	\$90/month	\$90/month

Employees who elect the Community Blue Flex EPO (Secondary) plan in the Allegheny County Schools Health Insurance Consortium shall contribute toward healthcare premiums based upon the following schedule:

<u>School Year</u>	<u>Individual Coverage</u>	<u>Two Party Coverage</u>	<u>Family Coverage</u>
2019-2023	\$30/month	\$40/month	\$70/month

The Association proposes beginning July 1, 2019, the Board shall pay one hundred percent (100%) of the single coverage and family coverage in the Concordia Flex Plan with Basic Services, A. Oral Surgery, single crowns, inlay and onlay restoration, B. Prosthetics, C. Periodontics, and D. Orthodontics an approved by the Allegheny County Schools Health Insurance Consortium. Any changes which the trustees of the Consortium make to the benefit design or provider of this plan shall become part of this coverage under this section.

The Association states the parties ratified a move from the IU#1 Healthcare Consortium to the Allegheny County Schools Health Insurance Consortium, March 20 & March 27, 2019. For the 2019-2020 year, the District will experience a savings of between 15.73% and 21.27% in premium costs. The bargaining unit members increased out of pocket costs for prescriptions, spinal manipulations and emergency room visits. The reduction from previous premium share will not fully cover the increases.

District Position:

The District contends effective July 1, 2019, the parties entered into an Amendment Agreement memorializing the parties’ agreement that the District shall contract with and participate in the Allegheny County Schools Health Insurance Consortium for the provision of health insurance to

Association members. The District is responsible to pay a buy-in fee currently estimated to be \$1,249,120, payable over five equal installments beginning June 30, 2020.

The District proposes under the successor CBA the EPO plan should be designated as the base plan with employees paying the difference in premium cost if they desire to enroll in the PPO plan offered by the Consortium plus the base EPO Plans' premium contribution.

The District further proposes to amend Paragraph F.1 of Article XIX to provide that in the event an Association employee waives health care coverage, the twenty-five percent (25%) of premium buyout amount received by the employee shall be reduced by the premium copayments and the employee would be required to pay if the employee had received coverage.

The District also proposes that employees shall pay seven (7%) of the premium for EPO health insurance coverage, rather than a fixed dollar amount.

Recommendation:

The Fact-Finder is recommending that the base plan for the Health Insurance Coverage be designated as the EPO, with the option to buy up to the PPO. The bargaining unit employees would contribute toward this EPO at the following rates:

<u>School Year</u>	<u>Individual Coverage</u>	<u>Two Party Coverage</u>	<u>Family Coverage</u>
(current) 2019-2020	\$40/month	\$65/month	\$65/month
2020-2021	\$40/month	\$65/month	\$65/month
2021-2022	\$50/month	\$75/month	\$75/month

The District shall provide the Community Blue Flex PPO for employees who want to purchase this coverage. The cost of the PPO shall be as follows:

<u>School Year</u>	<u>Individual Coverage</u>	<u>Two Party Coverage</u>	<u>Family Coverage</u>
(current) 2019-2020	\$65/month	\$90/month	\$90/month
2020-2021	\$65/month	\$90/month	\$90/month
2021-2022	\$75/month	\$100/month	\$100/month

The Fact-Finder recommends for the other language as contained in the Ratification Document related to this Article to be adopted.

**(Related to) Article XX – Illness or Disability
MOU of 1999
Sick Leave Bank**

Association Position:

The Association states it filed a grievance on behalf of one of its members when the District required the employee to exhaust his or her personal days before applying. Secondly, the grievance was filed for informing the employee that she could not reapply. The grievance was

settled with the parties agreeing, among other things, that the sick bank MOU would be added to the CBA, with the addition of the exhaustion of personal days.

It is the position of the Association the District's proposal fails not only to honor the signed agreement, but also is against what research shows related to productivity and paid sick leave.

District Position:

The District proposes that sick leave bank language which has been agreed to separately by the parties but never incorporated into a written CBA be discontinued and not be made part of the successor CBA, and that Article XX be amended to add language stating that if an employee is absent from duty without paid time off or approved leave of absence, that the Employee's pay shall have deducted from the per diem cost of the District providing the Employee's health insurance for the period of unexcused absence. Employees who are not entitled to further pay from the District would be required to make direct reimbursement to the District. Employees on approved leaves of absence would not be required to make per diem reimbursement.

Recommendation:

The Fact-Finder recommends for the Sick Leave Bank language to be added to the CBA, as addressed in the May 2, 2019 Ratification document.

**Article XXVII
Duration of Contract (Term)**

Association Position:

The Association proposes for the CBA to be effective August 15, 2018 and continue in effect until August 14, 2023.

District Position:

The District proposes a five-year term, inclusive of the status quo 2018-2019 school year. The successor CBA is proposed to run through the 2022-2023 school year.

Recommendation:

The Fact-Finder has reviewed the positions of the parties. The recommendation made in this report is based on a four (4) year CBA.

TENTATIVE AGREEMENTS

It has been brought to the Fact-Finder's attention that several tentative agreements were reached between the parties during the negotiation process. It is this Fact-Finder's recommendation that these tentative agreements be made part of the CBA.

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-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.



Michelle Miller-Kotula
Fact-Finder
Washington, Pennsylvania

Issued: July 29, 2019