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October 28, 2019

Ms. Kelley M. Clouser
UniServ representative
Pennsylvania State Education Association
3033 New Butler Street
New Castle, PA 16101

Ira Weiss, Esq.
Solicitor, Blackhawk School District
Weiss Burkardt Kramer LLC
445 Fort Pitt Boulevard, Suite 503
Pittsburgh, PA 15219

Blackhawk Education Association
and
Blackhawk School District

Case No: ACT 88-19-20-W

Dear Ms. Clouser and Mr. Weiss:

Enclosed is the fact-finding report in the above-captioned case. Parties have ten (10) calendar days from the date of issuance of this report to inform the Pennsylvania Labor Relations Board (PLRB) and each other if they accept or reject this report.

Confidentiality of the report should be maintained during the ten-day consideration period and until officially released for publication by the Board in the event of a rejection.

Acceptance of the report must constitute approval of the report in its entirety and on an unqualified basis. The options are simply, "accept," or "reject."

Positions of the parties may be communicated to the PLRB by telephone on the last day of the consideration period and confirmed by a letter.

If there are any questions, please contact Larry D. Cheskawich, Secretary of the PLRB at 717-787-1091.

Sincerely,

Jared D. Simmer

Jared D. Simmer, MLIR, JD, EdD
Fact-finder

Cc: Greg Gleason, Esq.
Mediator

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of Fact-Finding Between:

Blackhawk School District

- and -

The Blackhawk Education Association

Case No: ACT 88-19-20-W

The Fact-Finder's Report and Recommendation

Appearances:

For the District: Ira Weiss, Esq.
Weiss Burkhardt Kramer LLC
445 Fort Pitt Boulevard, Suite 503
Pittsburgh, PA 15219

For the Association: Kelley M. Clouser
UniServe Representative
PSEA/NEA
3033 New Castle Road
New Castle, PA 16101

Background

Pursuant to the Pennsylvania Public Employer Relations Act (PERA), and Act 88 of 1992 (Act 88), on September 17, 2019, Jared D. Simmer, Esq., was appointed by the Pennsylvania Public Relations Board (PLRB) to serve as a Fact-Finder in the above-captioned case. This matter involves a contract impasse for a successor collective bargaining agreement (agreement, or contract) between the Blackhawk School District and the Blackhawk Education Association.

The Blackhawk School District, formed in 1973, is a small, rural public school district that spans portions of two Pennsylvania counties – Beaver and Lawrence. In Beaver County, it covers the boroughs of Darlington, Patterson Heights and West Mayfield and Chippewa Township, Darlington Township, Patterson Township and South Beaver Township. In Lawrence County, it covers the borough of Enon Valley. The District operates Blackhawk High School (grades 9-12), Highland Middle School (6-8), Blackhawk Intermediate School (3-5), Northwestern Primary School (K-2) and Patterson Primary

School (K-2). It employs approximately 157 professional and 144 non-teaching staff positions. Dr. Robert Postupac serves as the District's Superintendent.¹

The parties have an ongoing relationship having negotiated prior agreements. The current contract ran from September 1, 2014 through August 31, 2018, and upon expiration, in good faith the parties mutually agreed to extend and work under the terms of the expired agreement until August 31, 2019.

Even though the parties have ostensibly been working toward a new contract, it is illustrative to note that in that span of time, the committees only engaged in face-to-face negotiations four times, although State Mediator Greg Gleason did continue to assist the parties behind the scenes. The Fact-finder believes that this lack of sustained, in-depth discussion of the open issues over such an extended period of time is, to a large degree, a byproduct of the particularly contentious round of negotiations that preceded this contract, and reflects the significant erosion of trust and communication between the parties that currently exists.

Shortly after the expiration of the extension, on September 11, 2019, the parties formally declared the negotiations at impasse, and requested the appointment of a fact-finder. The PLRB then ordered fact-finding on September 17, 2019 and appointed Jared D. Simmer to serve as fact-finder, with the report's due date on or before October 28, 2019.

Upon his appointment, the parties filed written statements of the issues in dispute, along with a copy of their contract and a summary of the position of each party, with the Fact-finder. For its part, the District proposed thirty-nine changes to the contract, and the Association seven. After receipt of the position statements, the Fact-finder and advocates held a joint conference call to discuss the case and schedule the hearing. It became apparent that the District saw an agreement in need of substantial revision, while the Association was largely content with maintaining the status quo.

On October 14 and 15th, 2019, hearings were held in the offices of the Beaver Valley Intermediate Unit in Monaca, PA. Both parties were provided the opportunity to present testimony, introduce oral and written evidence, and examine and cross-examine witnesses. These hearings were then followed up by an executive session held on October 21, 2019 wherein the Fact-finder engaged in further informal discussions with the parties to explore the issues in further detail, and get clarification of the evidence the parties had introduced at the hearing, after which it was up to the Fact-finder to write up the report.

In arriving at the recommendations in this report, the Fact-Finder took into account the following considerations:

¹ Wikipedia.

- The parties' current and past collective bargaining agreements.
- The evidence introduced into the record.
- How the Association's contract compares to similarly situated units in other districts.
- The ability of the District to finance improvements.
- The projected impact of each requested change on District taxpayers.
- And, perhaps most importantly, recommendations that this Fact-finder believes provide a roadmap to help the parties narrow the number of unresolved issues, if not settle them in their entirety.

ISSUES IN DISPUTE ALONG WITH THE FACT-FINDER'S RECOMMENDATIONS

The Fact-finder believes that the following recommendations are supported by the evidence of record, balance the respective concerns of both the parties, take into account the concerns of the taxpaying public, and offer a reasonable basis for a new contract.

While this case presents an inordinate number of unresolved issues, the parties' differences are primarily monetary in nature, with the salary schedule and health insurance holding the most significance. With that, each of the open issues will now be discussed.

Article II. Term of Agreement

District's Proposal

The district proposes changing the contract term to run from July 1, 2019 through June 30, 2019. While the start date of prior contract has coincided with the start of the school year (September 1), the District points out that it makes more sense to have the contract year coincide with the District's fiscal year (July 1) instead.

Association's Proposal

The Association proposes leaving the contract term unchanged, pointing out that the start date has always been September 1.

Fact-finder's Recommendation

Because there are sound reasons to synchronize the contract term with the District's fiscal year, which is the more common approach in Pennsylvania, it is recommended that the District's proposal to begin each contract year on July 1 be adopted.

Article IV. Association Privileges

District's Proposal

The District proposes adding language that requires the Association to reimburse the District for all costs incurred when an authorized representative is released from work to attend PSEA and Association meetings. The contract does not currently contain any reimbursement language.

Association's Proposal

No formal proposal – leave contract unchanged.

Fact-finder's Recommendation

While the District's proposal is certainly reasonable, it leaves unsaid exactly what costs the Association would be responsible for. Therefore, the Fact-finder recommends adding the following language as the last line of Article IV (D):

When staff are released from duty under the provisions of this Article, exclusive of the released staff member's salary, the Association shall promptly reimburse the District for all costs incurred as a consequence of the absence, including the cost of a substitute should one be necessary, but excluding the staff member's salary.

Article VI. Compensation for Professional Work Outside of Defined Contractual Duty (Duties and Days)

District's Proposal

In the contract, certain positions receive an extended contract. Cyber Coordinator and Dean of Students positions are included on that list, and receive ten (10) additional days of compensation for working over the summer. The District proposes deleting the Dean of Students position from that list.

Association's Proposal

The Association proposes increasing the number of extended contract days for the Cyber Coordinator from ten (10) to sixteen (16), and adding the Agricultural Science Teacher at fourteen (14) extended contract days.

Fact-finder's Recommendation

After learning more about the reasoning behind the parties' respective proposals, the Fact-Finder recommends increasing to sixteen (16) the number of extended contract days for the Cyber Coordinator, eliminating Dean of Students from the list since it is an unfilled and unused position, and for budgetary reasons, not adding the Agricultural Science Teacher position to this list at this time.

Article VI. Compensation for Professional Work Outside of Defined Contractual Duty (Discretion of Superintendent)

District's Proposal

The District proposes adding language that would subject all summer work assignments to the Superintendent's discretion and approval.

Association's Proposal

No formal proposal – leave contract unchanged.

Fact-finder's Recommendation

The Fact-finder does not see a compelling reason to adopt the District's proposal, and so recommends no change to the existing language.

VII. Salaries

District's Proposal

The District and the Association exchanged initial salary schedule proposals, followed by second, revised proposals that managed to narrow the cost difference between the two. In its proposal, the District wants to move away from employees receiving both general and step increases each year to one where step increases are eliminated and employees would received straight, across-the-board increases each year. The Association's proposal, on the other hand, would maintain the current salary schedule structure.

The District's first proposal was projected to cost \$11,863,470 and its second \$12,498,775. In contrast, the Association's initial proposal was projected to cost \$12,950,899, and its second, \$12,877,999. In other words, the cost differential between the parties' proposals was reduced from about a million dollars in the first set of offers (\$1,087,429), to \$379,224 in the second set.

Without going into too much detail, and reflecting the transition to its proposed revised salary schedule structure, the District's second offer can be summarized as follows:

Those employed prior to July 1, 2020:

Step 19/20 – step only (senior step employee – 1%)

Step 20/21 – equalize step to \$1500 (senior step employee - .75%); no raise

Step 21/22 – step to \$1400 (senior step employee - -.75%); no raise

Step 22/23 – step to \$1300 (senior step employee - .75%; no raise

Step 23-24 - step to \$1200 (senior step employee - .75%; no raise

Those employed after July 1, 2020:

Starting salary: \$45,500 (Bachelors)

Reduced lanes to: Bachelors, Masters, Masters + 30

Three tier system: Tier 1: 25%; Tier 2: 2% raise; Tier 3: 1% raise.

Association's Proposal

The Association also proposes full retroactivity, and the following raises:

2019-2020	\$1150
2020-2021	\$1150
2021-2022	\$1100
2022-2023	\$1100
2023-2024	\$1050

Fact-finder's Recommendation

Any discussion of wages requires the Fact-finder to take into consideration a wide array of different factors, including the demographics and financial profile of the District's residents, past wage gains, the overall competitiveness of the contract, pay in comparable districts, where employees stand on the salary schedule, the philosophy of the Superintendent and school board, the current millage rate and trends in that rate, the current and projected condition of the District's finances including ability to pay, among others.

With that in mind, a review of the evidence presented by both parties, along with the bargaining history, suggests the following:

- Employees currently receive competitive pay relative to comparable outside units.
- The district is not particularly well to do, generally rural suburban, and lacking both a major population center, and a commercial tax base.
- Current millage rates are not substantially out of the ordinary compared to surrounding districts, but on the other hand each mill generates larger revenue than those in other districts, and rates were increased significantly in just the last contract.
- The demographics of the District skew older, with slightly below average annual income.
- There's a disparity between what the average resident earns and those of the average District employee, and that disparity is growing.
- In the last contract, employees received average wage increases of well over 4%, increases that were well beyond those received by the great majority of other public and private sector employees, both locally and nationwide.
- There are a number of uncertainties that the District has to factor into its budget planning, including the expected growth of alternative providers of on-line education that may draw away students from the high school, a reduction in the number of school-age children, and increasing costs to fund teachers' pensions.
- The cost for health insurance that employees currently pay is exponentially lower than what those in the private sector have to pay, and most certainly, the vast majority of working taxpayers in the District as well.
- The pay increases granted in the last contract, apparently not fully understood by the school board at the time, ended up vastly exceeding expectations. This resulted in turmoil on the board, ill will and an erosion of trust between employees and administration, leading to divisive and costly litigation.

It is difficult to argue with the District's observation that maintaining the current salary schedule is unsustainable in the long run. Under the salary schedule in this contract, employees receive not only a general wage increase, but additional boosts to pay due to step progression, additional pay for completion of graduate coursework and supplemental assignments, lump sum contributions into their 403(b) accounts and pay for accrued unused sick leave at retirement, to mention just a few. And, as

generous as it appears, it does bear mentioning that this contract is more modest than contracts in more affluent districts and large urban centers.

So, while the District’s proposed redesigned salary schedule does not appear to be out of synch with the evidence presented, a Fact-finder must be mindful of his obligation to recommend solutions that not only offer the greatest chance of being accepted by both parties, but will not unnecessarily damage the relationship between the parties.

For those reasons, the Fact-finder recommends keeping the current salary schedule, and granting the following general increases, inclusive of any salary step progression, retroactive back to the date of the expiration of the contract extension (September 1, 2019):

2019-2020	2.06%
2020-2021	2.5%
2021-2022	2.5%
2022-2023	2.5%
2023-2024	3%

The schedule reflecting the above recommendations can be found in the appendix.

VII. Terms of Contract (Work year and day)

District’s Proposal

The District proposes increasing the current 187 day school year (7½ hours/day) to 190 days (7¾ hours/day) and in support of this change emphasized the additional instructional time it would provide students.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

While the District’s reasoning for extending the workday is understandable, in light of the other recommendations being made in this Report, the Fact-finder recommends no change to current language.

IX. A (1). Fringe Benefits – Health (Dependents)

District’s Proposal

The District proposes adding the following language to the contract:

When an employee’s dependent is eligible for health insurance through another employer, such insurance shall be primary as to the dependents.

Association’s Proposal

The Association proposes no change to current language.

Fact-finder's Recommendation

Like every other employer, the costs of health care consume a significant share of the District's personnel budget. In addition, there are three unique factors at play here that serve to expose the District to an unusually high degree of risk of runaway costs. One, because It's self-insured, it's prevented from pooling its risk with a larger group of other employers. Two, because its number of insured is very low, only one very large claim can theoretically cause overall costs to skyrocket. And, three, because employees' share of costs are calculated on a percentage of salary rather than a percentage of premiums as is the case in almost all other districts, they end up paying an inordinately small share of the costs.

For all the above reasons, the Fact-finder recommends adoption of the District's proposal but reworded to permit but not require the District to exercise this right, and with the further proviso that its implementation be delayed for one year (the start of the 2020-2021 contract year).

IX. A (1). Fringe Benefits – Health (Employee Contribution)

District's Proposal

Employees' share of health care costs are currently 1.25% of their base salaries. The District proposed basing the percentage on total (W-2) compensation instead of base pay, and having employees pay the following percentages based on where they fall on the salary schedule:

Single

- 19/20 - 2%
- 20/21 - 2.5%
- 21/22 - 2.75%
- 22/23 - 3%
- 23/24 - 3.25%

All Others

- 19/20 - 2.5%
- 20/21 - 3.5%
- 21/22 - 4.25%
- 22/23 - 5%
- 23/24 - 5.25%

Association's Proposal

The Association proposes no change to current language.

Fact-finder's Recommendation

In 2018, the Kaiser Family Foundation calculated that employees pay, on average, 28% of the cost of their health insurance coverage (employees who work for small employers pay about the same percentage for single coverage, but significantly more - 38% - for family coverage). And, by that point, the cost for family coverage had averaged over \$20,000 annually for the first time.

Using these averages, a resident of the District who works in the private sector and earns \$60,000 annually would pay about \$5800/year, or \$483/month (29% of \$20,000) for family coverage (and even more if they worked for a small employer). In contrast, if that same individual worked for the District and was covered by this contract, they would in contrast pay \$750/year, or \$62.50/month (1.25% of \$60,000).

So, not only are employees' health insurance costs far lower than what non-District employees pay (which also means substantially more take home pay on the same salary), but because health care costs are rising much faster than salaries, the differential in out-of-pocket costs between these two groups will only increase.

For these reasons, the Fact-finder recommends that the calculation of the employee's share of health care continue to be based on their base pay, but the District's proposal adopted in every other respect.

Two, because the District assumes almost the entire cost of coverage, and administering health care is traditionally a management right, language in the contract granting the Association the right to veto any changes to the carrier or plan is unnecessarily restrictive and so it is further recommended that this language be removed.

Three, language requiring the District to maintain self-insured status, and keep UPMC on as third party administrator, is overly restrictive and limits the District's ability to make necessary changes, as well trampling on what is usually a management rights issue. For these reasons, it is recommended that this language also be removed from the contract. A copy of the health insurance grid that reflects these recommendation is attached.

IX. A (5). Fringe Benefits – Long Term Disability Insurance

District's Proposal

To achieve savings in the new contract, the District proposes removing Article IX. A (5) that references providing health insurance until an employee becomes Medicare eligible, as well as language providing 50% of the employee's salary by insurance after all other sources have been exhausted.

Association's Proposal

No formal proposal – leave contract unchanged.

Fact-finder's Recommendation

In light of the other recommendations being made in this Report, the Fact-finder recommends no change to current language.

IX. C. Fringe Benefits (Early Dismissal)

District's Proposal

The contract currently provides that on the night of an open house, teachers are permitted to leave work 1½ hours early.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Given that teachers are not paid for working the open house, and there are no cost implications to the District for granting an early dismissal, in light of the other recommendations being made in this Report, the Fact-finder recommends no change to current language.

**IX. D. Fringe Benefits – Graduate Credit Reimbursement
(Amount of reimbursement for Level II Certification)**

District’s Proposal

The District proposed capping reimbursement for graduate credits at \$30,000 per year, and disbursing reimbursement on a first-come, first-served basis.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

The Fact-finder sees no compelling reason to recommend adoption of the District’s proposal, particularly in light of the other recommendations being made in this Report.

**IX. D. Fringe Benefits – Graduate Credit Reimbursement
(Subject to Superintendent approval and related to educational program taught)**

District’s Proposal

The District proposed that courses subject to reimbursement be related to the educational program taught by the employee, and subject to the Superintendent’s approval.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

As a matter of principle, the Fact-finder sees merit in the District’s proposal. However, in light of the other recommendations being made in this Report, the Fact-finder recommends no change to current language.

**IX. D. (2). Fringe Benefits – Graduate Credit Reimbursement
(Maximum per credit – Master’s degree)**

District’s Proposal

The District proposes eliminating reimbursement altogether.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

The Fact-finder finds merit in this proposal as well. However, again, in light of the other recommendations being made in this Report, the Fact-finder recommends no change to current language.

**IX. D. (3). Fringe Benefits – Graduate Credit Reimbursement
(Degree limits per employee)**

District’s Proposal

The District proposes capping the reimbursement for Master’s Degree coursework at \$600/credit hour, and \$7,200 per year.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Providing indefinite, uncapped expenses in the contract can create problems in administration, is fiscally imprudent, and introduces uncertainty into the budgetary process. However, in light of the other cost savings the Report recommends, the Fact-finder recommends no change to current language.

**IX. G (2). Fringe Benefits – Retirement Pay
(Time in District to qualify)**

District’s Proposal

The current contract provides that employees must have been employed by the District for seven years before qualifying for a retirement sick leave payment. The District proposes increasing the service requirement to fifteen years, and requiring that the retirement be processed through the Pennsylvania School Employees Retirement System (PSERS).

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

The Fact-finder recommends increasing the prior service requirement, but to ten (10) rather than fifteen (15) years. But, he does not see the logic in requiring that the retirement be through PSERS and so does not recommend that this change be made. However, to assist in budget planning, it is recommended that employees be required to provide notice of their impending retirement on or before the end of the preceding school year.

**IX. G. (3). Fringe Benefits – Retirement Pay
(Removal of lump sum payment)**

District’s Proposal

The contract currently requires the District to make a lump sum payment of \$20,000 into the 403(b) accounts of retiring employees. The District proposes removing that obligation.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Because contracts are negotiated over many years, a provision that might make sense at a given point in time may end up making no sense years later when circumstances change. It would appear that this is one such example of that, and not an inconsequential one at that. Assuming hypothetically that 160 employees retire from the District and receive the lump sum payment on their way out the door, this one item alone would cost it \$3.2 million.

This Report has attempted to balance the District’s needs for fiscal discipline, and the sensibilities of the taxpaying public, while at the same time being respectful of what the Association has achieved over many years of negotiations. However, because the District has not proposed eliminating this payment, and in an attempt to fashion a report that has the greatest chance of adoption, the Fact-finder will not recommend eliminating this payment. On the other hand, he does recommend language requiring employees to provide the District a minimum of one year written notice of their expected retirement date so that at least the District is better able to plan for and budget for the cost.

**IX. G. (5). Fringe Benefits – Retirement Pay
(Health Insurance)**

District’s Proposal

The District points out that current language requires a specific health insurer which would create difficulties should it see the need to change insurers. So, it proposes replacing the reference to Blue Cross and Blue Shield (Major Medical) and replacing it with language that says “District provided health insurance,” and adding the phrase, “at full premium costs whichever comes first” at the end of (5).

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

The Fact-finder finds that because the District’s proposed language would give it the right to explore cheaper or more expansive insurance options, the Fact-finder recommends its adoption.

**X. A (1). Leaves – Sick Leave
(Number of consecutive school days missed)**

District’s Proposal

The contract currently requires employees to provide a doctor’s excuse when they are absent from work due to illness for more than five consecutive days. The District proposes reducing that to three consecutive days.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

The Fact-finder does not find the rationale for the proposed change convincing and so recommends leaving current language unchanged.

**X. A (2). Leaves – Sick Leave
(Sick leave into PTO)**

District’s Proposal

The contract currently grants employees twelve (12) sick leave days per contract year, with unused days accumulating year to year without limitation. The District proposes reducing this number to ten (10) and converting those days to paid time off (PTO) days.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Given the Association’s perceived lack of interest in converting sick days to paid time off days in exchange for a reduction in the total number of days, the Fact-finder recommends no change to current language.

**X. A (2). Leaves – Sick Leave
(Use of PTO days for certain days)**

District’s Proposal

The District proposes adding language to the contract that in the event of an absence from work on certain designated days, employees would be required to obtain the prior written consent of the Superintendent or designee, or be required to use PTO days depending on the reason for the absence.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Absent convincing evidence to support the District’s proposal, the Fact-finder recommends no change to current language.

**X. A (2). Leaves – Sick Leave
(Number of employees absent per building)**

District’s Proposal

The District proposes adding language to this section that would limit to ten (10) percent the number of employees in any one school who could be out on PTO leave on any given day.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Perhaps if more evidence had been provided to support the need for adding this language, the Fact-finder might have been comfortable recommending its adoption. However, in the absence of such documentation, the Fact-finder recommends no change to current language.

**X. A (3). Leaves – Sick Leave
(Short term PTO leave of absence)**

District’s Proposal

The District proposes adding the following language to the contract:

One short-term PTO leave of absence request for personal business as described above from three (3) to five (5) consecutive workdays may be granted every five (5) years to an employee upon application to and approval of the Superintendent or his designee. Application for short-term PTO must be submitted to the Superintendent or his designee at least thirty (30) days in advance except in an emergency situation. The decision of the Superintendent or his designee shall be final and not subject to any grievance procedure.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Adopt the District’s proposed wording, but drop the phrase “consecutive days” in the first sentence.

**X. B (1). Leaves – Bereavement
(Definition of immediate family)**

District’s Proposal

The District proposes removing the phrase, “[M]other, father son, daughter, husband, wife, brother or sister,” and replacing it with “immediate family member including: parent, sibling, child, spouse, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home...”

Association’s Proposal

The Association proposes adding the phrase, “parent-in-law, grandparent, grandchild, near relative who resides in the same household, or any person with whom the employee has made his home,” and

eliminating the subsequent reference in that same sentence to, “consecutive calendar days absence including Saturday, Sunday, and holidays.”

Fact-finder’s Recommendation

Given the recommendation in the following discussion of consecutive calendar days for the death of an immediate family member, the Fact-finder recommends adopting the District’s proposed language.

**X. B (1). Leaves – Bereavement
(Consecutive calendar days for death of immediate family)**

District’s Proposal

No formal proposal – leave contract unchanged.

Association’s Proposal

The Association proposed eliminating reference to, “consecutive calendar days absence including Saturday, Sunday, and holidays...”

Fact-finder’s Recommendation

The Fact-finder recommends adopting the Association’s proposal.

**X. B (2). Leaves – Bereavement
(Death of other immediate family member not living in the household)**

&

**X. B (2) - Bereavement
(Consecutive days for death of near relative)**

District’s Proposal

In the first sentence of B.1., the District proposed deleting the phrase, “Mother, father, son, daughter, husband, wife, brother or sister” in the first and second sentences, and replacing it with the following language: “immediate family member including: parent, sibling, child, spouse, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home...”

Association’s Proposal

The Association proposes changes to the first three sections; after “brother or sister” in the second sentence, adding the phrase “parent-in-law, grandparent, grandchild, near relative who resides in the same household, or any person with whom the employee has made his home,” and in the fourth sentence, eliminating the phrase “consecutive calendar days absence including Saturday, Sunday and holidays.” It also proposes removing B(2) entirely, and in B(3), replacing the phrase, “the day of the funeral” with, “for three (3) days.”

Fact-finder’s Recommendation

In B(1), the Fact-finder recommends adopting the Association’s proposed language changes, along with the its proposal to remove the phrase, “consecutive calendar days absence including Saturday, Sunday and holidays.”

**X. E. (2). Leaves – FMLA
(Maximum time between employee spouses)**

District’s Proposal

The District proposes changing this provision to provide that in the event that both husband and wife are both professional employees of the District, only one will be entitled to take FMLA leave at a time.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Absent more evidence in support of the need for the District’s proposal, the Fact-finder is not in a position to recommend any change to current language.

**X. B. (2). Leaves – FMLA
(Concurrent with paid leave)**

District’s Proposal

The District proposes adding language that would require FMLA leave to run concurrently with all paid leave except vacation days.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Absent more evidence in support of the need for the District’s proposal, the Fact-finder recommends no change to current language.

**X. B. (2). Leaves – FMLA
(Leave year calculation method)**

District’s Proposal

The District proposes new language for determining whether an employee under the FMLA has exhausted his or her twelve weeks of leave in any twelve week period.

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Absent more evidence in support of the District’s proposal, the Fact-finder recommends no change to current language.

**XI. A. Preparation Time
(Hours of prep time per day)**

District's Proposal

The District proposes changing "40 consecutive minutes of preparation time" to "40 minutes of preparation time."

Association's Proposal

No formal proposal – leave contract unchanged.

Fact-finder's Recommendation

Absent more evidence in support of the District's proposal, the Fact-finder recommends no change to current language.

**XI. D. Preparation Time
(Use of preparation time for coverage)**

District's Proposal

No formal proposal – leave contract unchanged.

Association's Proposal

When it becomes necessary to use members of the professional staff for subbing purposes, the Association proposes increasing the pay from \$21.00 per period to \$24 per period.

Fact-finder's Recommendation

The Fact-finder recommends no change to current language.

**XI. D. Preparation Time
(Use of preparation time for coverage)**

District's Proposal

The District proposes removing the language providing additional preparation time to employees appointed to serve as department chair, assigned to teach an AP course, or teach an RCI/distance learning course.

Association's Proposal

No formal proposal – leave contract unchanged.

Fact-finder's Recommendation

The District's proposal is in reaction to an issue that is apparently limited to the high school. Currently, on a daily basis, 22 out of the 66 teachers, or 1/3 of the entire staff, are out of the classroom because they receive additional preparation time. Clearly, this creates classroom staffing issues for the High School Principal. It appears to be the number of employees who are receiving additional preparation time, and not the preparation time itself, that's creating the problem.

While this would seem to suggest that removing guaranteed preparation time from the contract or limiting the number of employees who receive it at any one time would be the appropriate remedies, this Fact-finder would need to have a better understanding of the situation before he could conclude

that the District's proposal offered the best way to solve the problem. Lacking that, the Fact-finder does not recommend changing to current language.

XII. Fair Share

District's Proposal

The District proposes removing language requiring nonmembers to pay fair share.

Association's Proposal

No formal proposal – leave contract unchanged.

Fact-finder's Recommendation

Absent more evidence in support of the District's proposal, and in light of the other changes he's recommending, the Fact-finder recommends no change to current language.

XV. Supplemental Contract (Remove athletic supplementals from negotiation)

District's Proposal

The District proposes removing reference to athletic supplementals from the contract.

Association's Proposal

The Association proposes increasing the athletic and non-athletic supplemental contract salaries.

Fact-finder's Recommendation

The District hires both employees and non-employees to coach, and employees neither have a guaranteed right to be hired to fill a vacant position, nor do they have the right to grieve if they're not selected. In addition, once listed in the contract, the amount of the athletic supplementals remain until a new contract is negotiated years later.

Because athletic hires are not necessarily professional staff, and the going rate for coaches is highly variable and determined based on a number of different variables and not static year to year as the contract seems to suggest, the Fact-finder recommends adoption of the District's proposal. However, in order to minimize any potential disruptions to the athletic program, it is also recommended that this change be delayed until the second year of the contract (2020-2021).

XVI. D. Miscellaneous (Induction program)

District's Proposal

The District proposed eliminating any language referring to the Induction Program.

Association's Proposal

No formal proposal – leave contract unchanged.

Fact-finder's Recommendation

The Fact-finder recommends that the language in this section be removed, and the following language be inserted in its place:

If the District wishes to make any substantive changes to the Induction Program, it will be obligated to first notify the Association in writing of those proposed changes, after which it will be obligated to negotiate those changes with the Association.

**XVI. F. Miscellaneous
(Cyber education)**

District's Proposal

The District proposes new language as follows: "The cyber program coordinator shall be included within the Business Department." It points out that without this added language, other provisions of the contract might allow, under certain circumstances, a non-qualified employee with more seniority to bump into this position. And, it believes that this would be a real possibility because the Department of Education currently has no certification for cyber education that spells out requisite qualifications.

Association's Proposal

No formal proposal – leave contract unchanged.

Fact-finder's Recommendation

The Fact-finder believes that the District has provided a good reason for this change, and further the right to make this kind of decision is normally a management prerogative in any case. For these reasons, the Fact-finder recommends that the District's proposed language be adopted.

**XVIII. Substitutes
(Rate of pay)**

District's Proposal

The District proposes removing reference to a specific daily rate from current language, and replacing it with, "...shall be paid according to the daily sub rate."

Association's Proposal

No formal proposal – leave contract unchanged.

Fact-finder's Recommendation

As with athletic supplemental pay, market forces normally dictate the appropriate pay for these positions. As a result, it makes little sense to memorialize a set amount in the contract where it would remain for the duration of the agreement (in this case, five years). For these reasons, the Fact-finder recommends adoption of the District's proposal.

**XVIII. Substitutes
(Probation days)**

District's Proposal

The District proposes removing the language that entitles long-term substitutes to sick leave, personal days and bereavement leave without pay during the first ninety (90) days of their

employment, and that further that these days without pay should not be counted towards the total number of days worked, and replacing it with, “Any days absent, regardless of reason, would not count toward the ninety (90) days.”

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

The Fact-finder recommends removal of the phrase, “Any days absent, regardless of reason, would not count toward the ninety (90) days, and replacing it with, “The ninety (90) day period must only include those days in which the substitute is listed as the teacher of record. The ninety (90) period will also include in-service days.”

XVIII. Substitutes

(Removal of lump sum)

District’s Proposal

The District proposed removing the language that provides that long-term substitutes who work in the position ninety-one (91) days or more are entitled as of the 91st day to receive a retroactive lump sum payment equivalent to what they would have earned had they been on the first step of the salary schedule all along (\$8100 under the current salary schedule).

Association’s Proposal

No formal proposal – leave contract unchanged.

Fact-finder’s Recommendation

Under existing language, if said substitute, who, it must be pointed out, was not only hired to fill in for ninety days and further agreed when they agreed to accept the assignment at the substitute rate (currently \$85/day), finds themselves fortunate enough to be asked to work just one additional day, become entitled on that 91st day to receive a lump sum payment greater than what they had earned in the preceding ninety days (\$7650 in earnings vs. \$8100 lump sum payment).

In a contract where the District is struggling for ways to control expenses, and only a few short years removed from a time where it was considered in financial distress, this kind of financial commitment clearly warrants reexamination, particularly where the added cost so far exceeds the value added. Also, two other concerns come to mind. One, this creates a situation where the system can be easily gamed, and, two, it can result in large, unexpected hits to the budget that can’t be anticipated or planned for.

For these reasons, it would seem that the contract should be changed to follow the school code, and so instead of receiving retroactive pay on the 91st day, substitutes would begin being entitled to start receiving a rate reflective of the first step of the salary schedule.

For these reasons, the Fact-finder recommends adoption of the District’s language.

**Proposed New Article
(Class size)**

District’s Proposal

No formal proposal – leave contract unchanged.

Association’s Proposal

The Association proposes that beginning with the 2019-2020 contract year, the following limits on class size be adopted: 25 students in kindergarten – third grade; 28 students fourth grade – twelfth grade.

Fact-finder’s Recommendation

While one might wish it were that simple, the research is not conclusive that smaller class sizes alone, as opposed to other factors, have a statistically significant impact on students’ classroom learning. Further, decisions on appropriate classroom size have traditionally remained a managerial prerogative.

Recommending adoption of the Association’s otherwise well-intended proposal would not only intrude on the rights of management, but would require the District to hire more professional staff at a time when rising costs are a growing concern.

Instead, decisions about class size are best left to local school boards which are elected to represent the needs and interests of their community. And, so, if residents see value in having smaller class sizes and are willing to pay more taxes to make that happen (and, in fairness, many communities do), then it is up to the school board, with the advice of the school superintendent, whether to take that step.

For these reasons, the Fact-finder does not recommend adoption of the Association’s proposal.

Note

Any other matters not specifically addressed in this Report are to be considered rejected.

Also, because the parties went through a particularly contentious round of negotiations last time, their relationship suffered from the strain, where it appears to remain so today. Clearly, the time has come to get the relationship back on track and it is hoped that at the very least, this Report leads to dialogue that allows that healing process to commence.

That said, the Fact-finder wishes to thank the parties for their professionalism, and thorough preparation in making their respective cases. It was an honor to have served in this capacity.

CERTIFICATE OF SERVICE

I, Jared D. Simmer do hereby certify that a true and correct copy of the foregoing Fact-finder's Report was emailed, and served by overnight mail, this 28th day of October, 2019 upon the following:

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Respectfully submitted,

By: *Jared D. Simmer*
Jared D. Simmer
Fact-finder

APPENDIX 1

- Recommended Blackhawk Salary Schedules -

For contract years 2019-2024

2018-2019

From Top	Old System	Bachelors	Masters	M+12	M+21	M+30
18	1	\$ 52,282	\$ 53,062	\$ 53,322	\$ 53,542	\$ 54,682
17	2	\$ 53,882	\$ 54,662	\$ 54,922	\$ 55,142	\$ 56,282
16	3	\$ 55,582	\$ 56,362	\$ 56,622	\$ 56,842	\$ 57,982
15	4	\$ 57,282	\$ 58,062	\$ 58,322	\$ 58,542	\$ 59,682
14	5	\$ 58,882	\$ 59,662	\$ 59,922	\$ 60,142	\$ 61,282
13	6	\$ 60,482	\$ 61,262	\$ 61,522	\$ 61,742	\$ 62,882
12	7	\$ 61,982	\$ 62,762	\$ 63,022	\$ 63,242	\$ 64,382
11	8	\$ 63,532	\$ 64,312	\$ 64,572	\$ 64,792	\$ 65,932
10	9	\$ 65,282	\$ 66,062	\$ 66,322	\$ 66,542	\$ 67,682
9	10	\$ 67,067	\$ 67,847	\$ 68,107	\$ 68,327	\$ 69,467
8	11	\$ 68,867	\$ 69,647	\$ 69,907	\$ 70,127	\$ 71,267
7	12	\$ 70,717	\$ 71,497	\$ 71,757	\$ 71,977	\$ 73,117
6	13	\$ 72,567	\$ 73,347	\$ 73,607	\$ 73,827	\$ 74,967
5	14	\$ 74,417	\$ 75,197	\$ 75,457	\$ 75,677	\$ 76,817
4	15	\$ 76,267	\$ 77,047	\$ 77,307	\$ 77,527	\$ 78,667
3	16	\$ 78,117	\$ 78,897	\$ 79,157	\$ 79,377	\$ 80,517
2	17	\$ 79,967	\$ 80,747	\$ 81,007	\$ 81,227	\$ 82,367
1	18	\$ 81,842	\$ 82,622	\$ 82,882	\$ 83,102	\$ 84,242
Top	19	\$ 83,717	\$ 84,497	\$ 84,757	\$ 84,977	\$ 86,117

2019-2020

From Top	Old System	Bachelors	Masters	M+12	M+21	M+30
18	1	\$ 52,207	\$ 52,986	\$ 53,246	\$ 53,465	\$ 54,604
17	2	\$ 53,807	\$ 54,586	\$ 54,846	\$ 55,065	\$ 56,204
16	3	\$ 55,507	\$ 56,286	\$ 56,546	\$ 56,765	\$ 57,904
15	4	\$ 57,207	\$ 57,986	\$ 58,246	\$ 58,465	\$ 59,604
14	5	\$ 58,807	\$ 59,586	\$ 59,846	\$ 60,065	\$ 61,204
13	6	\$ 60,407	\$ 61,186	\$ 61,446	\$ 61,665	\$ 62,804
12	7	\$ 61,907	\$ 62,686	\$ 62,946	\$ 63,165	\$ 64,304
11	8	\$ 63,457	\$ 64,236	\$ 64,496	\$ 64,715	\$ 65,854
10	9	\$ 65,207	\$ 65,986	\$ 66,246	\$ 66,465	\$ 67,604
9	10	\$ 66,992	\$ 67,771	\$ 68,031	\$ 68,250	\$ 69,389
8	11	\$ 68,792	\$ 69,571	\$ 69,831	\$ 70,050	\$ 71,189
7	12	\$ 70,642	\$ 71,421	\$ 71,681	\$ 71,900	\$ 73,039
6	13	\$ 72,492	\$ 73,271	\$ 73,531	\$ 73,750	\$ 74,889
5	14	\$ 74,342	\$ 75,121	\$ 75,381	\$ 75,600	\$ 76,739
4	15	\$ 76,192	\$ 76,971	\$ 77,231	\$ 77,450	\$ 78,589
3	16	\$ 78,042	\$ 78,821	\$ 79,081	\$ 79,300	\$ 80,439
2	17	\$ 79,892	\$ 80,671	\$ 80,931	\$ 81,150	\$ 82,289
1	18	\$ 81,767	\$ 82,546	\$ 82,806	\$ 83,025	\$ 84,164
Top	19	\$ 83,918	\$ 84,700	\$ 84,960	\$ 85,181	\$ 86,324

2020-2021

From Top	Old System	Bachelors	Masters	M+12	M+21	M+30
18	1	\$ 52,473	\$ 53,255	\$ 53,516	\$ 53,736	\$ 54,879
17	2	\$ 54,073	\$ 54,855	\$ 55,116	\$ 55,336	\$ 56,479
16	3	\$ 55,773	\$ 56,555	\$ 56,816	\$ 57,036	\$ 58,179
15	4	\$ 57,473	\$ 58,255	\$ 58,516	\$ 58,736	\$ 59,879
14	5	\$ 59,073	\$ 59,855	\$ 60,116	\$ 60,336	\$ 61,479
13	6	\$ 60,673	\$ 61,455	\$ 61,716	\$ 61,936	\$ 63,079
12	7	\$ 62,173	\$ 62,955	\$ 63,216	\$ 63,436	\$ 64,579
11	8	\$ 63,723	\$ 64,505	\$ 64,766	\$ 64,986	\$ 66,129
10	9	\$ 65,473	\$ 66,255	\$ 66,516	\$ 66,736	\$ 67,879
9	10	\$ 67,258	\$ 68,040	\$ 68,301	\$ 68,521	\$ 69,664
8	11	\$ 69,058	\$ 69,840	\$ 70,101	\$ 70,321	\$ 71,464
7	12	\$ 70,908	\$ 71,690	\$ 71,951	\$ 72,171	\$ 73,314
6	13	\$ 72,758	\$ 73,540	\$ 73,801	\$ 74,021	\$ 75,164
5	14	\$ 74,608	\$ 75,390	\$ 75,651	\$ 75,871	\$ 77,014
4	15	\$ 76,458	\$ 77,240	\$ 77,501	\$ 77,721	\$ 78,864
3	16	\$ 78,308	\$ 79,090	\$ 79,351	\$ 79,571	\$ 80,714
2	17	\$ 80,158	\$ 80,940	\$ 81,201	\$ 81,421	\$ 82,564
1	18	\$ 82,033	\$ 82,815	\$ 83,076	\$ 83,296	\$ 84,439
Top	19	\$ 84,370	\$ 85,156	\$ 85,418	\$ 85,639	\$ 86,788

2021-2022

From Top	Old System	Bachelors	Masters	M+12	M+21	M+30
18	1	\$ 52,826	\$ 53,611	\$ 53,873	\$ 54,094	\$ 55,242
17	2	\$ 54,426	\$ 55,211	\$ 55,473	\$ 55,694	\$ 56,842
16	3	\$ 56,126	\$ 56,911	\$ 57,173	\$ 57,394	\$ 58,542
15	4	\$ 57,826	\$ 58,611	\$ 58,873	\$ 59,094	\$ 60,242
14	5	\$ 59,426	\$ 60,211	\$ 60,473	\$ 60,694	\$ 61,842
13	6	\$ 61,026	\$ 61,811	\$ 62,073	\$ 62,294	\$ 63,442
12	7	\$ 62,526	\$ 63,311	\$ 63,573	\$ 63,794	\$ 64,942
11	8	\$ 64,076	\$ 64,861	\$ 65,123	\$ 65,344	\$ 66,492
10	9	\$ 65,826	\$ 66,611	\$ 66,873	\$ 67,094	\$ 68,242
9	10	\$ 67,611	\$ 68,396	\$ 68,658	\$ 68,879	\$ 70,027
8	11	\$ 69,411	\$ 70,196	\$ 70,458	\$ 70,679	\$ 71,827
7	12	\$ 71,261	\$ 72,046	\$ 72,308	\$ 72,529	\$ 73,677
6	13	\$ 73,111	\$ 73,896	\$ 74,158	\$ 74,379	\$ 75,527
5	14	\$ 74,961	\$ 75,746	\$ 76,008	\$ 76,229	\$ 77,377
4	15	\$ 76,811	\$ 77,596	\$ 77,858	\$ 78,079	\$ 79,227
3	16	\$ 78,661	\$ 79,446	\$ 79,708	\$ 79,929	\$ 81,077
2	17	\$ 80,511	\$ 81,296	\$ 81,558	\$ 81,779	\$ 82,927
1	18	\$ 82,386	\$ 83,171	\$ 83,433	\$ 83,654	\$ 84,802
Top	19	\$ 84,821	\$ 85,612	\$ 85,875	\$ 86,098	\$ 87,253

2022-2023

From Top	Old System	Bachelors	Masters	M+12	M+21	M+30
18	1	\$ 53,252	\$ 54,041	\$ 54,304	\$ 54,527	\$ 55,680
17	2	\$ 54,852	\$ 55,641	\$ 55,904	\$ 56,127	\$ 57,280
16	3	\$ 56,552	\$ 57,341	\$ 57,604	\$ 57,827	\$ 58,980
15	4	\$ 58,252	\$ 59,041	\$ 59,304	\$ 59,527	\$ 60,680
14	5	\$ 59,852	\$ 60,641	\$ 60,904	\$ 61,127	\$ 62,280
13	6	\$ 61,452	\$ 62,241	\$ 62,504	\$ 62,727	\$ 63,880
12	7	\$ 62,952	\$ 63,741	\$ 64,004	\$ 64,227	\$ 65,380
11	8	\$ 64,502	\$ 65,291	\$ 65,554	\$ 65,777	\$ 66,930
10	9	\$ 66,252	\$ 67,041	\$ 67,304	\$ 67,527	\$ 68,680
9	10	\$ 68,037	\$ 68,826	\$ 69,089	\$ 69,312	\$ 70,465
8	11	\$ 69,837	\$ 70,626	\$ 70,889	\$ 71,112	\$ 72,265
7	12	\$ 71,687	\$ 72,476	\$ 72,739	\$ 72,962	\$ 74,115
6	13	\$ 73,537	\$ 74,326	\$ 74,589	\$ 74,812	\$ 75,965
5	14	\$ 75,387	\$ 76,176	\$ 76,439	\$ 76,662	\$ 77,815
4	15	\$ 77,237	\$ 78,026	\$ 78,289	\$ 78,512	\$ 79,665
3	16	\$ 79,087	\$ 79,876	\$ 80,139	\$ 80,362	\$ 81,515
2	17	\$ 80,937	\$ 81,726	\$ 81,989	\$ 82,212	\$ 83,365
1	18	\$ 82,812	\$ 83,601	\$ 83,864	\$ 84,087	\$ 85,240
Top	19	\$ 85,273	\$ 86,068	\$ 86,333	\$ 86,557	\$ 87,718

2023-2024

From Top	Old System	Bachelors	Masters	M+12	M+21	M+30
18	1	\$ 54,290	\$ 55,089	\$ 55,355	\$ 55,580	\$ 56,748
17	2	\$ 55,890	\$ 56,689	\$ 56,955	\$ 57,180	\$ 58,348
16	3	\$ 57,590	\$ 58,389	\$ 58,655	\$ 58,880	\$ 60,048
15	4	\$ 59,290	\$ 60,089	\$ 60,355	\$ 60,580	\$ 61,748
14	5	\$ 60,890	\$ 61,689	\$ 61,955	\$ 62,180	\$ 63,348
13	6	\$ 62,490	\$ 63,289	\$ 63,555	\$ 63,780	\$ 64,948
12	7	\$ 63,990	\$ 64,789	\$ 65,055	\$ 65,280	\$ 66,448
11	8	\$ 65,540	\$ 66,339	\$ 66,605	\$ 66,830	\$ 67,998
10	9	\$ 67,290	\$ 68,089	\$ 68,355	\$ 68,580	\$ 69,748
9	10	\$ 69,075	\$ 69,874	\$ 70,140	\$ 70,365	\$ 71,533
8	11	\$ 70,875	\$ 71,674	\$ 71,940	\$ 72,165	\$ 73,333
7	12	\$ 72,725	\$ 73,524	\$ 73,790	\$ 74,015	\$ 75,183
6	13	\$ 74,575	\$ 75,374	\$ 75,640	\$ 75,865	\$ 77,033
5	14	\$ 76,425	\$ 77,224	\$ 77,490	\$ 77,715	\$ 78,883
4	15	\$ 78,275	\$ 79,074	\$ 79,340	\$ 79,565	\$ 80,733
3	16	\$ 80,125	\$ 80,924	\$ 81,190	\$ 81,415	\$ 82,583
2	17	\$ 81,975	\$ 82,774	\$ 83,040	\$ 83,265	\$ 84,433
1	18	\$ 83,850	\$ 84,649	\$ 84,915	\$ 85,140	\$ 86,308
Top	19	\$ 85,725	\$ 86,524	\$ 86,790	\$ 87,015	\$ 88,183

APPENDIX 2

- Health Insurance Matrix -

UPMC Health Plan				
Blackhawk School District - Illustrative Rates				
Oct-18				
Blackhawk School District - Illustrative Rates				
7/1/2019				
	UPMC Health Plan Current - PPO		UPMC Health Plan Option 1 - PPO	
	Participating Provider	Non Participating	Participating Provider	Non Participating
Annual Deductible				
Individual / Family	\$100/\$200	\$500/\$750	\$500/\$1000	\$1000/\$2000
Out-of-Pocket Maximum				
Individual / Family	\$0	\$1000/\$2000	\$6850/\$13700	\$8,000/\$16,000
Co-Insurance	0%	20% Physician/50% Facility	0%	20%
Preventive Care	Covered at 100%	20% Coinsurance/ Not Covered	Covered at 100%	20% Coinsurance/ Not Covered
Physician Office Visits (for illness or injury)				
Primary Care Physician (PCP)	\$10	20% after Deductible	\$30	20% after Deductible
Specialist Physician	\$10	20% after Deductible	\$60	20% after Deductible
Emergency Room Care		\$75		\$200
Urgent Care Facility	\$10	20% after Deductible	\$75	20% after Deductible
Virtual Visit	\$10	20% after Deductible	\$15	20% after Deductible
Diagnostics Services				
Advanced Imaging(e.g. PET, MRI, etc.)	\$10	20% after Deductible	\$30	20% after Deductible
Other Imaging(e.g. X-Ray, sonogram, etc)	\$10	20% after Deductible	\$30	20% after Deductible
Lab	\$0 After Deductible	20% after Deductible	\$0 after Deductible	20% after Deductible
Renewal Rates	<u>Current Rates</u>		<u>Optional Rates</u>	
Individual	\$404.39		\$362.75	
Employee/Spouse	\$885.63		\$794.43	
Parent/Child	\$820.93		\$736.39	
Parent/Children	\$820.93		\$736.39	
Family	\$1,171.93		\$1,051.25	
Percentage Change over current				-10%