

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding (**Fact-Finding Report**
(**And**
(**Recommendations**
Between (
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Redbank Valley School District (
(Case No: ACT 88-19-11-W
(
And (
(Date of Hearing: September 4, 2019
(
Redbank Valley Education (
Association, PSEA/NEA (Date of Report: September 23, 2019

W. Timothy Barry, Esquire
Fact-Finder

For the District: Robert D. Zaruta, Esq.
Knox McLaughlin Gornall & Sennett, P.C
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Erie, PA 16501-1461

For the Association: Patrick J. Andrekovich
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3033 New Butler Road
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BACKGROUND

By letter dated August 20, 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 Redbank Valley School District (hereafter referred to as the "District") and the Redbank Valley Education Association, PSEA/NEA (hereafter referred to as the "Association"). The Association represents a unit of 65 support personnel who work for the District, located in New Bethlehem, 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 "Agreement"). The parties met several times for the purpose of negotiating a successor Agreement, but 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 Association.

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

1. Term
2. Salary
3. Grievance Procedure
4. Work Day, Week, Shift and Year/Employee Classification
5. Health Insurance
6. Dental Insurance
7. Vision Insurance
8. Retirement Bonus
9. Assignment of Maintenance Supervisor
10. Sick Leave
11. Personal Day

On September 4, 2019, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in New Bethlehem, 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.

Executive Session discussions were held telephonically. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues.

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 expiring collective bargaining agreement.

Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other school districts.

The interest, 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 Agreement created through this process.

ISSUE 1

Term

- **District's Proposal**

The District's proposes a 2-year term

- **Association's Proposal**

The Association proposes a 5-year term.

- **Recommendation**

4 year term – July 1, 2019 through June 30, 2023

ISSUE 2

Salary

- **District's Proposal**

The District proposed the following wage increases for support staff as part of a Comprehensive Package Counterproposal (a proposal which was limited to salary and insurance):

<u>2019-20</u>	<u>2020-21</u>
1.0%	1.0%

*If an Agreement is not reached and ratified within the near future, retroactivity may no longer be available.

- **Association's Position**

All wages proposals will be based on the agreed upon 2018-2019 Matrix and payroll. The Association proposed a \$0.50 (fifty cent) increase each year of the 5-year agreement to all salary scales.

- **Recommendation**

The Association will prepare salary schedules and submit them to the District for approval.

2019-20 ----0.35/hour *****retroactive to July 1, 2019

2021-21 ----0.38/hour

2021-22 ----0.40/hour

2022-23 ----0.42/hour

ISSUE 3

Grievance Procedure

- **District's Position**

The District proposes to add a new Step IV in between the previous Step III and IV, as follows:

Step IV

If the action in Step III fails to resolve the grievance within the prescribed time limits to the satisfaction of the affected parties and the Association intends to pursue the grievance further, the Association must, within seven (7) days of completion of Step III, and prior to moving to Step V arbitration, make a request to the Superintendent for a mediation meeting with a representative from the District to discuss amicable resolution of the grievance. Upon receiving such request, the Superintendent shall, within a reasonable amount of time, schedule a mediation meeting to be attended by a representative from the District, a representative from the Association, and the grievant(s). At this meeting, each party shall present its position(s) and make good faith efforts to resolve the grievance. The grievance shall not move to Step V until this step has been completed.

- **Association's Position**

Current Contract Language

- **Recommendation**

No New Step IV-----Current Contract Language

ISSUE 4

Work Day, Week, Shift and Year/Employee Classifications

- **District's Position**

Revise as follows:

Definition of full-time employee status: For purposes of determining the eligibility of an employee to qualify for sick leave day benefits, a full-time employee shall be designated as an employee who is employed for minimum of seven (7) hours or more per day five (5) days per week, for a minimum of nine (9) months per year.

- **Association's Position**

The Association proposes the following revisions:

Extra duties (Monitor cafeteria, before school /after school activities, Banquets, etc.) -- \$30/hour

Secretary/Cashier:

4 ½ hours

Does not include ½-hour unpaid lunch

182 days--part-time

Cashier/Cafeteria Aide:

2 ½ Hours

Does not include ½ hour unpaid lunch

182 days--part-time

Cafeteria Aide:

4 hours, 3 hours, 2 ½ hours

Does not include ½ hour unpaid lunch

182 days –part-time

Technology Maintenance Technician:

12 Month

5 hours/hourly

Does not include ½ hour unpaid lunch

260 days--full-time

- **Recommendation**

The Agreement is changed as follows:

Update Agreement to reflect current classifications and positions. For purposes of determining

the eligibility of an employee to qualify for sick leave day benefits, a full-time/ employee shall be designated as an employee who is employed for minimum of six (6) hours or more per day, five (5) days per week, for a minimum of nine (9) months per year. The change is prospective only. No existing employee will lose sick leave day benefits as a result of this change, if the employee stays in his or her current position or an equivalent position.

ISSUE 5

HEALTH INSURANCE

- **Current Contract Language**

Article IV (A): **Hospitalization**

The Redbank Valley School District shall provide each employee who works at least seven (7) hours per day, five (5) days per week beginning July 1, 2010 with coverage as provided for under Article V, Section A, Hospitalization. Those who have received hospitalization coverage prior to July 1, 2010 will continue to do so.

The Redbank Valley Education Support Professionals accept the same benefit package, premium share and level of benefits, as the professional employees existing health/hospitalization insurance, with the HSA/HRA funding of applicable deductible amounts.

The District will contribute into an HSA for each participating employee in each year of the QHDHP the following percentages of the in-network deductible for the applicable plan tier (individual or family.) If the deductible should change according to IRS requirements, the District will maintain the contribution at the appropriate percentage of the IRS deductible.

2017 Plan Year --- 70%

2018 Plan Year --- 70%

2019 Plan Year --- 70%

The monthly administrative fee and transaction fees for the Health Savings Account or possible HRA will be paid by the District.

The Redbank Valley School District shall pay full premium payments minus the premium co-payment requirement as specified in the professional contract for individual and family coverage for health/hospitalization insurance with Blue Cross/Blue Shield.

The Board of Education shall provide each employee with a complete description of the health care insurance coverage chosen by said employee and provided under this article.

Any employee who does not participate in the health insurance shall receive a payment of \$1000.00 per year to be paid in the last pay of the year for coverage for which they are eligible. Married couples who

are both employed in the District shall also be eligible for this provision if they choose both to be covered on one policy. An employee whose circumstances change due to a qualifying event shall be permitted to re-enroll in the health insurance and the payment of \$1000.00 shall be prorated. They shall be reinstated in the District's plan effective the first day of the next full calendar month. A "qualifying event" shall include death of a spouse, termination of spouse's coverage for any reason, divorce or retirement of either the employee or the spouse. Said payment shall be processed through the District's 125 Plan under the IRS code Premium share amounts above shall be eligible for processing through the Flexible Spending Account currently in effect.

Part-time employees shall be provided with the option to purchase the above hospitalization insurance coverage at group rates at their own expense. It is understood that such part-time employees must submit the necessary monthly payments to the District at least fifteen (15) days prior to the date on which the carrier requires payment for said insurance. Furthermore, the parties agree that said part-time employees must exercise the option to purchase hospitalization insurance through an open enrollment, as stipulated by the carrier, prior to September 1 of each year. If a part-time employee wishes to purchase benefits at the group rate, they may elect to do so through payroll deductions.

If health benefits are changed relative to spousal coverage in the professional employee's contract during the life of this Agreement, it shall change this collective bargaining agreement to be consistent with the professionals.

- **District's Position**

Changes:

- Deductibles for the QHDHP will be the federal minimum as dictated by the IRS.
- The District's contribution to the HSA will be change from 55% to 0%.
- After the deductible is met, the following services will have co-pays:

Physician Office Visits	\$20
Specialist Office Visits	\$40
Diagnostic Services	\$20
Basic Diagnostic	\$20
Allergy Extracts	\$15
Emergency Room	\$125
Urgent Care	\$20
Spinal Manipulation Services	\$30
Physical Therapy Services	\$20
Speech and Occupational Therapy Services	\$20
Prescription Drugs – Generic	\$5
Prescription Drugs – Brand	\$30

- Add the following provision related to spousal health coverage:

Spousal Coverage

An employee must apply annually for insurance coverage for his/her spouse a form provided by the District.

An employee's spouse, who is eligible for health insurance coverage offered by the spouse's employer, must enroll in that plan whether the spouse's employer plan is contributory or non- contributory. In the event an employee's spouse does not enroll in the spouse's employer's health insurance plan, and the spouse is eligible for coverage at the spouse's place of employment, the spouse will be ineligible to enroll in the District's health insurance plan.

In the event that an employee's spouse is no longer provided health insurance benefits by the spouse's employer, the spouse shall be immediately covered by the District's plan upon written notice to the Business Office.

In the event an employee's spouse is not eligible for healthcare insurance through the spouse's employer, the spouse shall be required to submit an affidavit stating the same. The affidavit form is found in the appendix of this collective bargaining agreement.

If at any time, an employee's spouse who is enrolled in the District's Plan Becomes eligible for health care insurance through the spouse's employer, the employee has an obligation to immediately notify the Business Office and remove the spouse from the District's plan.

- **Association's Position**

The Association proposes that healthcare should remain unchanged.

- **Recommendation**

School District contribution to an HSA for each participating employee shall be as follows:

- 2020 Plan Year – 70%
- 2021 Plan Year – 65%
- 2022 Plan Year – 60%
- 2021 Plan Year – 60%

Co-pays will increase as proposed by the School District (after the deductible is met), but shall not further increase during the four (4) year Agreement, except by mutual Agreement of the parties through the Health Care Committee process.

Starting on January 1, 2020, the parties shall establish a Health Care Committee who shall meet at least quarterly to discuss ways to reduce the District's health insurance costs and to keep the highest affordable level of health insurance benefits for employees and their families. The Health Care Committee shall also investigate and address the issue of spousal coverage and find ways to reduce the District's health insurance costs by limiting or eliminating District coverage for spouses who have health insurance coverage available to them through their employers.

ISSUE 6

Dental Insurance

- **Current Status in Redbank Valley School District**

Article IV (D): Dental Insurance

The Redbank Valley School District shall pay full premium payments for individual and family coverage (who work five (5) hours for five days per week) in a group dental insurance plan that has been mutually agreed upon by the District and the Association. Any changes in carrier or coverage levels will be mutually agreed upon by both the School Board of Directors and the Association. The dental plan negotiated shall be no less than that provided to the professionals' bargaining unit.

- **District Position**

The District proposes to change the dental insurance to United Concordia.

- **Association's Position**

Okay with change if there is no difference in coverages.

- **Recommendation**

Change dental plan to United Concordia since there is no difference in coverages.

ISSUE 7

Vision Insurance

- **Current Contract Language**

Article IV (C): Vision Insurance

The Board of education will elect a Vision Insurance Policy and shall provide 100% of the premium for the individual full-time support personnel (who work five (5) hours for five days per week) employee and his/her family. Said policy will include the option for the employee to buy additional group rate insurance at his/her expense.

- **District's Position**

Revise as follows:

The Board of Education will elect a Vision Insurance Policy and shall provide 100% of the premium for the individual full-time support personnel (who work seven-(7) hours for (5) days per week) employee and his/her family. Said policy will include the option for the employee to buy additional group rate insurance at his/her expense.

- **Association's Position**

Current Contract Language

- **Recommendation**

The contract is changed as follows: For purposes of determining the eligibility of an employee to qualify for vision insurance, a full-time employee shall be designated as an employee who is employed for a minimum of six (6) hours or more per day, five (5) days per week, for a minimum of nine (9) months per year. This change is prospective only. No existing employee will lose vision insurance as a result of this change, if the employee stays in his or her current position or an equivalent position.

Issue 8

Retirement Bonus

- **Current Contract Language**

Article IV (M) Retirement Bonus—Early Retirement Incentive: Medical Insurance Support Personnel/ 12 month employees

A bonus of \$45.00 per year for each year of service in the Redbank Valley School District will be paid to retiring support personnel. The lump sum will be paid upon retirement.

Notification of intent to retire must be made in writing to the Redbank Valley School Board by May 1 of the year of retirement.

Early Retirement Incentive

The District shall provide an early retirement incentive for those employees who meet the following requirements:

1. the equivalent of at least thirty (30) years employment in the Pennsylvania Public School Employee Retirement System
2. the equivalent of at least fifteen (15) years of employment in the Redbank Valley School District
3. the employee must retire as an employee under the provision of PSERS
4. the employee must not be eligible for permanent disability retirement

Each retiree shall be entitled to continue in the District's group medical insurance plan including hospitalization, surgical, and major medical insurance until he/she becomes eligible for Medicare. The retiree may choose individual coverage with either Blue Cross/Blue Shield or Select Blue. However, in no event will coverage remain after the retiree reaches the age of 65 years or the age upon which the retiree is eligible for Medicare, whichever is later.

- **District's Position**

The District proposes to delete the entire Section M of Article IV.

- **Association's Position**

The Association proposes the following revision:

A bonus of \$45.00 per year for each year of service in the Redbank Valley School District will be paid to retiring support personnel. All retirees will receive \$25 for each unused sick/personal day. The lump sum will be paid upon retirement.

- **Recommendation**

Eliminate the Early Retirement Incentive. If the School District desires to offer an Early Retirement Incentive during the four (4) year Agreement, it is free to do so. Otherwise, Current Contract Language.

ISSUE 9

Assignment of Maintenance Supervisor

- **District's Position**

The District proposes it be permitted to assign additional bargaining unit work to the Maintenance Supervisor position (non-union) provided the increase does not meet or exceed 50% of the Maintenance Supervisor's total work load.

- **Association's Position**

The Association opposes the Districts assignment of bargaining unit work to a supervisor.

- **Recommendation**

Current Contract Language

ISSUE 10

Sick Leave

- **Association's Position**

Part-time employees will be entitled to five (5) sick days a year. Any such leave shall be cumulative from year to year in the District. It is understood that the District shall not be required to employ substitutes when a part-time employee utilizes his/her sick leave.

- **District Position**

Current Contract Language—Keep sick days for part-time employees at one (1) per year.

- **Recommendation**

Part-time employees will be entitled to two (2) sick days per year.

ISSUE 11

Personal Leave

- **Current Contract Language**

Article IV (J): Personal Leave

Two (2) personal leave days per year, accumulative to four (4), are provided to all full-time support employees. Personal leave days not used during the year in Excess of the accumulative four (4) will be converted to sick leave.

- **Association Position**

Revise as follows:

Two (2) leave days per year, accumulative to five (5), are provided to all full-time support employees. Personal leave days not used during the year in excess of the accumulative five (5) will be converted to sick leave.

- **District Position**

Current Contract Language

- **Recommendation**

Current Contract Language

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 (10)-day 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.

**W. Timothy Barry, Esquire
Fact-Finder
Pittsburgh, Pennsylvania**

Issued: September 23, 2019