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April 22, 2021  
Sharpsville Area School District and AFSCME  
Fact-Finding Report

1. **Term of the Agreement:** Three (3) year Agreement: July 1, 2020 to June 30, 2023.
2. **Article III - Union Activity:** The District agrees to the Union's language proposal (Attached), provided the language is modified to state that the access will occur outside scheduled orientation events.
3. **Article IV - Membership and Dues Deduction:** The District agrees to the Union's language proposal (Attached).
4. **Article XIX - Wages:** For all employees across the board, the District shall pay wage increases of 2% in each of the three years of the Agreement.
5. **Cafeteria Employees:** The cafeteria shall not be outsourced and there shall be no change in the status of the cafeteria employees.
6. **Article XVII - Insurance, Hospitalization:**
  - a. For the full-time employees who are entitled to receive health insurance, the parties agree that the plan to be offered as of January 1, 2021 or as soon as it can be operational will be a Qualified High Deductible Health Plan (QHDHP) with similar plan design as the plan presently in place for the District's confidential secretaries. (An overview of the QHDHP with services and benefits is attached.)
  - b. The District shall establish an IRS-compliant Health Savings Account (HSA) for each employee eligible to receive coverage under the QHDHP, with the HSA funded by the District in the following amounts:  
  

60% of the applicable deductible in Year #1 (calendar year 2021)
30% of the applicable deductible in Year #2 (calendar year 2022)
25% of the applicable deductible in Year #3 (calendar year 2023)
  - c. The parties agree that the premium contribution for employees for the QHDHP be set at 3.75% (.0375) of the applicable monthly premium over the life of the Agreement. For 2020-2021, this would result in the following monthly contributions to the QHDHP:  
  

Individual	\$19.94 per month
Parent/child(ren)	\$49.53 per month
Husband/Wife	\$55.57 per month
Family	\$58.45 per month
7. **Article XVIII - Retirement Payment:** Section 4 shall remain unchanged.

Apart from the above-described changes the provisions of the 2015-2020 Agreement remain in place unchanged.

Lawrence J. Spilker, Fact-Finder



**ARTICLE 3 - UNION ACTIVITY - New Proposed Language**

Add new section 3. NEW EMPLOYEE ORIENTATION. The Union shall be given the opportunity to access new Employees during the Sharpsville Area School District orientation process with approval of Management.

Delete and fair share/agency fee or traditional maintenance of membership language. Replace or modify existing dues deduction language to read as follows:

ARTICLE 4  
MEMBERSHIP AND DUES DEDUCTION

Section 1. The Employer shall inform new, transferred, promoted or demoted Employees in the bargaining unit that the Union is the exclusive representative. The Employer shall provide Employees with Union membership and dues deduction materials. The Union shall furnish the Employer with sufficient copies of membership and dues deduction materials.

Section 2. The Employer agrees to deduct an amount equal to the Union dues and assessments, if any, from the pay of those Employees who individually request in writing that such deductions be made. Such requests shall be made on a Union payroll deduction authorization card, which the employer will implement in a timely manner upon receipt. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deduction of Employees shall be remitted together with an itemized statement, to the American Federation of State, County and Municipal Employees council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599 within seven days of the Employees' biweekly pay date.

Section 3. The Employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the Employee in accordance with the terms of the Authorization. When it is determined by the Union that an Employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change authorizations.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

# Sharpville Area School District Active Support Staff Contracts

## Overview of Proposed PPOBlue Qualified High Deductible Health Plan

BENEFIT	Proposed PPOBlue Qualified HDHP Non-Grandfathered	
	In-Network Care <sup>1</sup>	Out-of-Network Care <sup>1,2</sup>
	<b>Policy Provisions</b>	
Benefit Period	12 month period begins with plan implementation date	
Benefit Period Deductible <sup>3</sup> (Employee Only Plan / Family Plan)	\$1,500 / \$3,000 Applies to Medical and Prescription Drug Benefits	
Co-Insurance (The Plan Pays:)	100% after deductible	80% after deductible
Annual Out-of-Pocket Maximum (Employee Only Plan / Family Plan)	Not Applicable <i>Does not apply when the in-network co-insurance is 100% after deductible</i>	\$1,500 / \$3,000 <sup>4</sup> (not including deductibles) (not including balance billing)
Total Maximum Out-of-Pocket (Employee Only Plan / Family Plan) (Includes medical & prescription drug deductible, coinsurance, & copays) <sup>5</sup>	\$1,500 / \$3,000	Not Applicable
Lifetime Maximum Per Person	Unlimited	
Dependent Eligibility	Dependents To Age 26	
Precertification Requirements	Yes (provider responsibility)	Yes <sup>6</sup>
	<b>Preventive Care Services</b>	
Routine Physical Exams (adult & pediatric)	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including PAP Test	100% (deductible does not apply)	80% (deductible does not apply)
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Childhood Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms - Routine	100% (deductible does not apply)	80% after deductible
Colorectal Cancer Screening - Routine	100% (deductible does not apply)	80% after deductible
	<b>Hospital / Physician Services</b>	
Physician Office Visits	100% after deductible	80% after deductible
Specialist Office Visits	100% after deductible	80% after deductible
Maternity Care (facility & professional)	100% after deductible	80% after deductible
Inpatient Hospital Services	100% after deductible	80% after deductible
Outpatient Hospital Services	100% after deductible	80% after deductible
Medical/Surgical Services (except office visits)	100% after deductible	80% after deductible
Diagnostic Services Advanced Imaging (MRI, CAT Scan, PET Scan, etc)	100% after deductible	80% after deductible
Basic Diagnostic Services (Standard Imaging, Diagnostic Medical, Lab/Pathology, Allergy Testing)	100% after deductible	80% after deductible
Mammograms - Medically Necessary	100% after deductible	80% after deductible
Colorectal Cancer Screening - Medically Necessary	100% after deductible	80% after deductible
Allergy Extracts	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
	<b>Emergency Services</b>	
Emergency Room Services <sup>7</sup>	100% after deductible	
Ambulance	100% after deductible	80% after deductible
	<b>Therapy Services</b>	
Spinal Manipulation Services	100% after deductible	80% after deductible
Physical Therapy Services	100% after deductible	80% after deductible
Speech & Occupational Therapy Services	100% after deductible	80% after deductible
Cardiac Rehabilitation, Chemotherapy, & Dialysis Treatment	100% after deductible	80% after deductible
Infusion & Radiation Therapy Services	100% after deductible	80% after deductible
Respiratory Therapy Services	100% after deductible	80% after deductible



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	In-Network Care <sup>1</sup>	Out-of-Network Care <sup>1, 2</sup>
<b>Behavioral Health Services</b>		
Mental Health - Inpatient	100% after deductible	80% after deductible
Mental Health - Outpatient	100% after deductible	80% after deductible
Substance Abuse - Inpatient Detoxification	100% after deductible	80% after deductible
Substance Abuse - Inpatient Rehabilitation	100% after deductible	80% after deductible
Substance Abuse - Outpatient Rehabilitation	100% after deductible	80% after deductible
<b>Other Services</b>		
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Enteral Formulae	100% after deductible	80% after deductible
Home Infusion Therapy	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Hospice Care	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment <sup>3</sup>	100% after deductible	80% after deductible
Orthotics	100% after deductible	80% after deductible
Pediatric Extended Care Services	100% after deductible	80% after deductible
<i>Combined Limit: 100 days per benefit period</i>		
Private Duty Nursing	100% after deductible	80% after deductible
Prosthetics	100% after deductible	80% after deductible
Skilled Nursing Facility	100% after deductible	80% after deductible
<b>Prescription Drugs</b>		
Prescription Drug (retail)	100% after deductible <sup>9</sup> Up to a 31 day supply National Plus Pharmacy Network Open Formulary with Soft Mandatory Generic Provision <sup>10</sup>	
Prescription Drug (mail)	100% after deductible <sup>9</sup> Up to a 90 day supply Open Formulary with Soft Mandatory Generic Provision <sup>10</sup>	

<sup>1</sup> You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

<sup>2</sup> Precertification may be required for services rendered by out-of-network providers.

<sup>3</sup> Deductible levels are determined by the IRS and are subject to change.

<sup>4</sup> Non-participating providers or those who are not in the Highmark network can bill members for the difference between the amount that the non-participating provider bills and the payment Highmark will make for the covered services that are performed by the non-participating provider. This is referred to as balance billing and the member's liability is not limited by the health plan. Balance billing liabilities are above and beyond the out-of-pocket maximum listed on this benefit grid.

<sup>5</sup> The in-network total maximum out-of-pocket as mandated by the federal government must include medical and prescription drug deductible, coinsurance, & copays. If you are enrolled as an individual, the deductible, and Total Maximum Out-of-Pocket for the "Employee Only" plan apply. If you are enrolled in a "Family" plan, the entire family deductible and Total Maximum Out-of-Pocket apply.

<sup>6</sup> HMS must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Some facility providers will contact HMS and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting HMS for precertification. If not, you are responsible for contacting HMS. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs incurred.

<sup>7</sup> Emergency service is any health care service provided to a member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: a) placing the health of the member, or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; b) serious impairment to bodily functions; or c) serious dysfunction of any bodily organ or part.

<sup>8</sup> Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.

<sup>9</sup> At a retail or mail order pharmacy, if your deductible has not been met, you pay the entire cost for your prescription drug at the discounted rate Highmark has negotiated. The eligible amount you paid for your prescription will be applied to your deductible.

<sup>10</sup> Under the Soft Mandatory Generic Provision, the member is responsible for the payment differential when a generic drug is available and the patient elects to purchase a brand name drug. The member payment is the price difference between the generic and the brand name, in addition to copayment or coinsurance amounts which apply.