

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

| | | |
|--|---|--------------------------------|
| In the Matter of Fact-Finding | (| Fact-Finding Report |
| | (| and |
| Between | (| Recommendations |
| | (| |
| Ambridge School District | (| Case No. ACT 88-16-8-W |
| | (| |
| and | (| Date of Hearing: March 8, 2016 |
| | (| |
| Ambridge Area Education Association, PSEA/NEA | (| Date of Report: March 28, 2016 |
| | (| |

Michelle Miller-Kotula
Fact-Finder

For the District:

Ira Weiss, Esq.
Joseph D. Shaulis, Esq.
Weiss Burkardt Kramer, LLC
445 Fort Pitt Boulevard, Suite 503
Pittsburgh, PA 15219

For the Association:

Jeffrey R. Grinaway
UniServ Representative
Pennsylvania State Education
Association
3033 New Butler Road
New Castle, PA 16101

Background

By letter dated February 16, 2016, 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 Ambridge Area School District (hereafter referred to as the "District") and Ambridge Area Education Association, PSEA/NEA (hereafter referred to as the "Association"). The Association represents a unit of approximately 182 bargaining unit teachers. The District includes the boroughs of Ambridge, Baden, Economy and South Heights and Harmony Township, located in Beaver 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 July 1, 2011 to June 30, 2015. The parties began formal negotiations in January 2015, exchanged proposals in February 2015 and met several times in an attempt to negotiate a successor CBA. A number of 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 both the Association and the District.

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

| | |
|-----------------------------------|---|
| Article 8, Appendix A | Wages and Salary Provisions |
| Section III, Article 1.a. | Hospital and Health Care Benefits |
| Section III, Article 1.c. | Dental Insurance |
| Section III, Article 1.d. | Vision Insurance |
| Section III, Article 2 | Retirement Incentive |
| Section III, Article 14.c. | Payroll Deductions and Services/ Paydays |

On March 8, 2016, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Ambridge, 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 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, 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 8, APPENDIX A – WAGES & SALARY PROVISIONS

Association Position:

The Association proposes the following:

| | |
|-----------------------------|-----------------------|
| 2015-2016: Step plus \$1400 | 4.53% = Avg \$2704.21 |
| 2016-2017: Step plus \$1400 | 4.12% = Avg \$2573.66 |
| 2017-2018: Step plus \$1400 | 3.64% - Avg \$2368.17 |
| 2018-2019: Step plus \$1400 | 3.46% = Avg \$2327.71 |
| 2019-2020: Step plus \$1400 | 2.09% = Avg \$1347.91 |

The Association contends the stability of a five-year CBA allows for the parties to adequately plan and predict the terms under which educators will work and the costs associated with those terms without the uncertainty caused by a continual bargaining cycle related to shorter term CBA.

The Association proposes to maintain the current CBA language providing for it to collectively bargain over not only the various positions, but the minimum salary assigned to each. The Association notes this issue was raised by the District.

District Position:

The District proposes the following wage & salary schedules:

| | |
|-----------|---------------------------|
| 2015-2016 | wage freeze |
| 2016-2017 | \$100, plus step movement |
| 2017-2018 | \$200, plus step movement |
| 2018-2019 | \$200, plus step movement |
| 2019-2020 | \$300, plus step movement |

The District submits it compensates its teachers fairly. Enrollment has decreased by approximately 300 students since 2008/2009, but no furloughs have occurred because teachers have only been reduced by attrition. The District notes the ratio of students to teachers is approximately 14:1. Charter and cyber schools in the area have had a significant impact on the budget. The District recognizes assessments have increased since 2000/2001, but the growth rate has decreased and in the most recent years has remained mostly flat. The District has raised millage each year and recognizes the burden placed on the taxpayers to fund the cost of education. At the time of the Fact-Finding, the State budget has yet to be adopted which could have results that further impact the District's expenditures. The District contends its proposal is more in line with settlements that have occurred in other similarly situated school districts than the Association's proposal.

The District points out it has numerous financial charges, but has compensated its teachers fairly. The District states it has significant facility needs in one of its buildings and an adequate fund balance must be maintained. The District has incurred 90 million dollars of debt, which is approximately 12% of its operating budget. With its needs, the District takes the position its budget does not contain a surplus. The salary schedule proposed by the District is fair and should be adopted.

Recommendation:

This Fact-Finder recommends for the following wage and salary schedules to be implemented after considering all of the arguments, positions of the parties and the evidence. The 2014-2015 salary schedule is to be used as the base year:

| | |
|-----------|-------------------------------------|
| 2015-2016 | Step Movement Only |
| 2016-2017 | Step Movement, \$300 added to scale |
| 2017-2018 | Step Movement, \$350 added to scale |
| 2018-2019 | Step Movement, \$400 added to scale |
| 2019-2020 | Step Movement, \$500 added to scale |

**Ambridge Area School District
Salary Schedule
2014-2015 (Base Year)**

| | Step | Bachelor | B + 24 | Master's | M + 10 | M + 20 | M + 30 |
|-----|------|----------|----------|----------|----------|----------|----------|
| | 1 | | | \$41,152 | \$41,582 | \$42,012 | \$42,442 |
| 15 | 2 | \$43,051 | \$43,481 | \$43,961 | \$44,391 | \$44,821 | \$45,251 |
| 14 | 3 | \$46,972 | \$47,457 | \$47,997 | \$48,482 | \$48,967 | \$49,452 |
| 13 | 4 | \$48,337 | \$48,822 | \$49,367 | \$49,852 | \$50,337 | \$50,822 |
| 12 | 5 | \$49,708 | \$50,193 | \$50,733 | \$51,218 | \$51,703 | \$52,188 |
| 11 | 6 | \$51,079 | \$51,564 | \$52,104 | \$52,594 | \$53,079 | \$53,564 |
| 10 | 7 | \$52,444 | \$52,929 | \$53,474 | \$53,959 | \$54,444 | \$54,929 |
| 9 | 8 | \$53,815 | \$54,300 | \$54,840 | \$55,325 | \$55,810 | \$56,295 |
| 8 | 9 | \$55,185 | \$55,670 | \$56,210 | \$56,695 | \$57,180 | \$57,665 |
| 7 | 10 | \$56,551 | \$57,036 | \$57,581 | \$58,066 | \$58,551 | \$59,031 |
| 6 | 11 | \$57,921 | \$58,406 | \$58,946 | \$59,431 | \$59,916 | \$60,401 |
| 5 | 12 | \$59,292 | \$59,772 | \$60,317 | \$60,802 | \$61,287 | \$61,772 |
| 4 | 13 | \$60,657 | \$61,142 | \$61,687 | \$62,172 | \$62,652 | \$63,137 |
| 3 | 14 | \$62,028 | \$62,513 | \$63,053 | \$63,538 | \$64,023 | \$64,508 |
| 2 | 15 | \$63,393 | \$63,878 | \$64,423 | \$64,908 | \$65,393 | \$65,878 |
| 1 | 16 | \$66,286 | \$66,716 | \$67,796 | \$68,281 | \$68,761 | \$69,246 |
| TOP | 16 L | \$71,755 | \$72,185 | \$73,265 | \$73,750 | \$74,230 | \$74,715 |

**Ambridge Area School District
Salary Schedule
2015-2016 (Year 1)
Step Only - No Increase on Scale**

| From Top | Step | Bachelor | B + 24 | Master's | M + 10 | M + 20 | M + 30 |
|----------|------|----------|----------|----------|----------|----------|----------|
| 16 | 1 | \$40,242 | \$40,672 | \$41,152 | \$41,582 | \$42,012 | \$42,442 |
| 15 | 2 | \$43,051 | \$43,481 | \$43,961 | \$44,391 | \$44,821 | \$45,251 |
| 14 | 3 | \$46,972 | \$47,457 | \$47,997 | \$48,482 | \$48,967 | \$49,452 |
| 13 | 4 | \$48,337 | \$48,822 | \$49,367 | \$49,852 | \$50,337 | \$50,822 |
| 12 | 5 | \$49,708 | \$50,193 | \$50,733 | \$51,218 | \$51,703 | \$52,188 |
| 11 | 6 | \$51,079 | \$51,564 | \$52,104 | \$52,594 | \$53,079 | \$53,564 |
| 10 | 7 | \$52,444 | \$52,929 | \$53,474 | \$53,959 | \$54,444 | \$54,929 |
| 9 | 8 | \$53,815 | \$54,300 | \$54,840 | \$55,325 | \$55,810 | \$56,295 |
| 8 | 9 | \$55,185 | \$55,670 | \$56,210 | \$56,695 | \$57,180 | \$57,665 |
| 7 | 10 | \$56,551 | \$57,036 | \$57,581 | \$58,066 | \$58,551 | \$59,031 |
| 6 | 11 | \$57,921 | \$58,406 | \$58,946 | \$59,431 | \$59,916 | \$60,401 |
| 5 | 12 | \$59,292 | \$59,772 | \$60,317 | \$60,802 | \$61,287 | \$61,772 |
| 4 | 13 | \$60,657 | \$61,142 | \$61,687 | \$62,172 | \$62,652 | \$63,137 |
| 3 | 14 | \$62,028 | \$62,513 | \$63,053 | \$63,538 | \$64,023 | \$64,508 |
| 2 | 15 | \$63,393 | \$63,878 | \$64,423 | \$64,908 | \$65,393 | \$65,878 |
| 1 | 16 | \$66,286 | \$66,716 | \$67,796 | \$68,281 | \$68,761 | \$69,246 |
| TOP | 16 L | \$71,755 | \$72,185 | \$73,265 | \$73,750 | \$74,230 | \$74,715 |

**Ambridge Area School District
Salary Schedule
2016-2017 (Year 2)
Step + \$300 On Scale**

| From Top | Step | Bachelor | B + 24 | Master's | M + 10 | M + 20 | M + 30 |
|----------|------|----------|----------|----------|----------|----------|----------|
| 16 | 1 | \$40,542 | \$40,972 | \$41,452 | \$41,882 | \$42,312 | \$42,742 |
| 15 | 2 | \$43,351 | \$43,781 | \$44,261 | \$44,691 | \$45,121 | \$45,551 |
| 14 | 3 | \$47,272 | \$47,757 | \$48,297 | \$48,782 | \$49,267 | \$49,752 |
| 13 | 4 | \$48,637 | \$49,122 | \$49,667 | \$50,152 | \$50,637 | \$51,122 |
| 12 | 5 | \$50,008 | \$50,493 | \$51,033 | \$51,518 | \$52,003 | \$52,488 |
| 11 | 6 | \$51,379 | \$51,864 | \$52,404 | \$52,894 | \$53,379 | \$53,864 |
| 10 | 7 | \$52,744 | \$53,229 | \$53,774 | \$54,259 | \$54,744 | \$55,229 |
| 9 | 8 | \$54,115 | \$54,600 | \$55,140 | \$55,625 | \$56,110 | \$56,595 |
| 8 | 9 | \$55,485 | \$55,970 | \$56,510 | \$56,995 | \$57,480 | \$57,965 |
| 7 | 10 | \$56,851 | \$57,336 | \$57,881 | \$58,366 | \$58,851 | \$59,331 |
| 6 | 11 | \$58,221 | \$58,706 | \$59,246 | \$59,731 | \$60,216 | \$60,701 |
| 5 | 12 | \$59,592 | \$60,072 | \$60,617 | \$61,102 | \$61,587 | \$62,072 |
| 4 | 13 | \$60,957 | \$61,442 | \$61,987 | \$62,472 | \$62,952 | \$63,437 |
| 3 | 14 | \$62,328 | \$62,813 | \$63,353 | \$63,838 | \$64,323 | \$64,808 |
| 2 | 15 | \$63,693 | \$64,178 | \$64,723 | \$65,208 | \$65,693 | \$66,178 |
| 1 | 16 | \$66,586 | \$67,016 | \$68,096 | \$68,581 | \$69,061 | \$69,546 |
| TOP | 16 L | \$72,055 | \$72,485 | \$73,565 | \$74,050 | \$74,530 | \$75,015 |

Ambridge Area School District
Salary Schedule
2017-2018 (Year 3)
Step + \$350 On Scale

| From Top | Step | Bachelor | B + 24 | Master's | M + 10 | M + 20 | M + 30 |
|----------|------|----------|----------|----------|----------|----------|----------|
| 16 | 1 | \$40,892 | \$41,322 | \$41,802 | \$42,232 | \$42,662 | \$43,092 |
| 15 | 2 | \$43,701 | \$44,131 | \$44,611 | \$45,041 | \$45,471 | \$45,901 |
| 14 | 3 | \$47,622 | \$48,107 | \$48,647 | \$49,132 | \$49,617 | \$50,102 |
| 13 | 4 | \$48,987 | \$49,472 | \$50,017 | \$50,502 | \$50,987 | \$51,472 |
| 12 | 5 | \$50,358 | \$50,843 | \$51,383 | \$51,868 | \$52,353 | \$52,838 |
| 11 | 6 | \$51,729 | \$52,214 | \$52,754 | \$53,244 | \$53,729 | \$54,214 |
| 10 | 7 | \$53,094 | \$53,579 | \$54,124 | \$54,609 | \$55,094 | \$55,579 |
| 9 | 8 | \$54,465 | \$54,950 | \$55,490 | \$55,975 | \$56,460 | \$56,945 |
| 8 | 9 | \$55,835 | \$56,320 | \$56,860 | \$57,345 | \$57,830 | \$58,315 |
| 7 | 10 | \$57,201 | \$57,686 | \$58,231 | \$58,716 | \$59,201 | \$59,681 |
| 6 | 11 | \$58,571 | \$59,056 | \$59,596 | \$60,081 | \$60,566 | \$61,051 |
| 5 | 12 | \$59,942 | \$60,422 | \$60,967 | \$61,452 | \$61,937 | \$62,422 |
| 4 | 13 | \$61,307 | \$61,792 | \$62,337 | \$62,822 | \$63,302 | \$63,787 |
| 3 | 14 | \$62,678 | \$63,163 | \$63,703 | \$64,188 | \$64,673 | \$65,158 |
| 2 | 15 | \$64,043 | \$64,528 | \$65,073 | \$65,558 | \$66,043 | \$66,528 |
| 1 | 16 | \$66,936 | \$67,366 | \$68,446 | \$68,931 | \$69,411 | \$69,896 |
| TOP | 16 L | \$72,405 | \$72,835 | \$73,915 | \$74,400 | \$74,880 | \$75,365 |

Ambridge Area School District
Salary Schedule
2018-2019 (Year 4)
Step + \$400 On Scale

| From Top | Step | Bachelor | B + 24 | Master's | M + 10 | M + 20 | M + 30 |
|----------|------|----------|----------|----------|----------|----------|----------|
| 16 | 1 | \$41,292 | \$41,722 | \$42,202 | \$42,632 | \$43,062 | \$43,492 |
| 15 | 2 | \$44,101 | \$44,531 | \$45,011 | \$45,441 | \$45,871 | \$46,301 |
| 14 | 3 | \$48,022 | \$48,507 | \$49,047 | \$49,532 | \$50,017 | \$50,502 |
| 13 | 4 | \$49,387 | \$49,872 | \$50,417 | \$50,902 | \$51,387 | \$51,872 |
| 12 | 5 | \$50,758 | \$51,243 | \$51,783 | \$52,268 | \$52,753 | \$53,238 |
| 11 | 6 | \$52,129 | \$52,614 | \$53,154 | \$53,644 | \$54,129 | \$54,614 |
| 10 | 7 | \$53,494 | \$53,979 | \$54,524 | \$55,009 | \$55,494 | \$55,979 |
| 9 | 8 | \$54,865 | \$55,350 | \$55,890 | \$56,375 | \$56,860 | \$57,345 |
| 8 | 9 | \$56,235 | \$56,720 | \$57,260 | \$57,745 | \$58,230 | \$58,715 |
| 7 | 10 | \$57,601 | \$58,086 | \$58,631 | \$59,116 | \$59,601 | \$60,081 |
| 6 | 11 | \$58,971 | \$59,456 | \$59,996 | \$60,481 | \$60,966 | \$61,451 |
| 5 | 12 | \$60,342 | \$60,822 | \$61,367 | \$61,852 | \$62,337 | \$62,822 |
| 4 | 13 | \$61,707 | \$62,192 | \$62,737 | \$63,222 | \$63,702 | \$64,187 |
| 3 | 14 | \$63,078 | \$63,563 | \$64,103 | \$64,588 | \$65,073 | \$65,558 |
| 2 | 15 | \$64,443 | \$64,928 | \$65,473 | \$65,958 | \$66,443 | \$66,928 |
| 1 | 16 | \$67,336 | \$67,766 | \$68,846 | \$69,331 | \$69,811 | \$70,296 |
| TOP | 16 L | \$72,805 | \$73,235 | \$74,315 | \$74,800 | \$75,280 | \$75,765 |

**Ambridge Area School District
Salary Schedule
2019-2020 (Year 5)
Step + \$500 On Scale**

| From Top | Step | Bachelor | B + 24 | Master's | M + 10 | M + 20 | M + 30 |
|----------|------|----------|----------|----------|----------|----------|----------|
| 16 | 1 | \$41,792 | \$42,222 | \$42,702 | \$43,132 | \$43,562 | \$43,992 |
| 15 | 2 | \$44,601 | \$45,031 | \$45,511 | \$45,941 | \$46,371 | \$46,801 |
| 14 | 3 | \$48,522 | \$49,007 | \$49,547 | \$50,032 | \$50,517 | \$51,002 |
| 13 | 4 | \$49,887 | \$50,372 | \$50,917 | \$51,402 | \$51,887 | \$52,372 |
| 12 | 5 | \$51,258 | \$51,743 | \$52,283 | \$52,768 | \$53,253 | \$53,738 |
| 11 | 6 | \$52,629 | \$53,114 | \$53,654 | \$54,144 | \$54,629 | \$55,114 |
| 10 | 7 | \$53,994 | \$54,479 | \$55,024 | \$55,509 | \$55,994 | \$56,479 |
| 9 | 8 | \$55,365 | \$55,850 | \$56,390 | \$56,875 | \$57,360 | \$57,845 |
| 8 | 9 | \$56,735 | \$57,220 | \$57,760 | \$58,245 | \$58,730 | \$59,215 |
| 7 | 10 | \$58,101 | \$58,586 | \$59,131 | \$59,616 | \$60,101 | \$60,581 |
| 6 | 11 | \$59,471 | \$59,956 | \$60,496 | \$60,981 | \$61,466 | \$61,951 |
| 5 | 12 | \$60,842 | \$61,322 | \$61,867 | \$62,352 | \$62,837 | \$63,322 |
| 4 | 13 | \$62,207 | \$62,692 | \$63,237 | \$63,722 | \$64,202 | \$64,687 |
| 3 | 14 | \$63,578 | \$64,063 | \$64,603 | \$65,088 | \$65,573 | \$66,058 |
| 2 | 15 | \$64,943 | \$65,428 | \$65,973 | \$66,458 | \$66,943 | \$67,428 |
| 1 | 16 | \$67,836 | \$68,266 | \$69,346 | \$69,831 | \$70,311 | \$70,796 |
| TOP | 16 L | \$73,305 | \$73,735 | \$74,815 | \$75,300 | \$75,780 | \$76,265 |

SECTION III, ARTICLE 1.a. – HOSPITAL & HEALTH CARE BENEFITS

Association Position:

The Association proposes to change the PPOBlue Plan design as follows in year two of the CBA to produce a cost shift to the employees in the amount of \$69,379:

- Increase in-network doctor visits from: \$15 to \$20
- Increase urgent care visits from \$15 to \$20
- Increase the emergency room services copayment from \$50 to \$100
- Increase the open formulary with \$5 generic/\$20 brand copayments (retail) and open formulary with \$10 generic/\$0 brand co-payments (mail to Open Formulary) with \$0 generic/\$30 brand co-payments (retail) and Open Formulary with \$0 generic/\$60 brand co-payments (mail)

The Association contends it is sensitive to the cost of healthcare. The Beaver County School Health Insurance consortium has eight (8) million dollars in its fund balance. The Association suggested for the District to go back to the consortium to have the administrative fees decreased to utilize the fund balance as a means to stabilize the rates and maintain lower increases in premiums.

The Association takes the position the District has not made any effort at pricing other healthcare providers or nearby consortiums for potential savings. The District tries to shift the cost and burden to the employees.

The Association also believes the District's proposal to omit the opt out language is reason enough to hold up bargaining. The District saves 50% of healthcare costs for every person who opts out. Thus, the opt out must not be eliminated.

District Position:

The District proposes a Qualified High Deductible Plan, with the employer contributing to a Health Savings Account (HSA). The District takes the position there needs to be an adjustment in the plan, regardless of the plan recommended by the Fact-Finder in order to save costs.

Recommendation:

This Fact-Finder recommends to maintain the current Highmark PPOBlue health insurance plan. It is recommended by the Fact-Finder to increase the monthly contribution from \$25.00 per month via payroll deduction on a pre-tax basis to \$35.00 per month for the cost of providing such coverage. This increase in the contribution amount should commence effective at the beginning of the 2017-2018 school year.

The Fact-Finder also recommends for the District to maintain the existing opt-out program at the current level throughout the life of this CBA.

The following plan design changes proposed by the Association should be adopted, commencing at the beginning of the 2016-2017 school year of this CBA, which are projected to provide approximately \$70,000 in savings:

- Increase in-network doctor visits from: \$15 to \$20
- Increase urgent care visits from \$15 to \$20
- Increase the emergency room services copayment from \$50 to \$100
- Increase the open formulary with \$5 generic/\$20 brand copayments (retail) and open formulary with \$10 generic/\$0 brand co-payments (mail to Open Formulary) with \$0 generic/\$30 brand co-payments (retail) and Open Formulary with \$0 generic/\$60 brand co-payments (mail)

SECTION III, ARTICLE 1.c – DENTAL INSURANCE

Association Position:

The Association proposes to increase the contract maximum to \$2000 for the dental insurance. The Association argues this provision has not been increased since it was changed in the 1993-1997 CBA. The Association submits for the bargaining unit employees to move to the PSEA Health and Welfare Fund Dental Program.

District Position:

The District proposes dental insurance through a mutually agreeable carrier at terms to be agreed upon by the parties.

Recommendation:

This Fact-Finder recommends to increase the contract maximum on the dental insurance to \$1250, effective at the beginning of the 2016-2017 school year. The same specifications contained in the 2011-2015 CBA shall remain in effect. The Fact-Finder recommends for the District to move the plan to the PSEA Health and Welfare Fund Dental Program.

SECTION III, ARTICLE 1.d. – VISION INSURANCE

Association Position:

The Association proposes for all employees to be provided vision insurance through the PSEA Health and Welfare Fund. The vision plan proposed by the Association provides better benefits than the existing plan. This plan also includes sharply discounted lens options which the current plan does not include. It is the position of the Association the PSEA Vision Insurance is an upgrade to the current self-insured plan at minimal cost to the District. The total cost of the entire plan would be \$15,807.96 for 189 employees.

District Position:

The District proposes vision insurance through a mutually agreeable carrier at terms to be agreed upon by the parties.

Recommendation:

This Fact-Finder recommends for the District to move the vision plan to the PSEA Health and Welfare Fund, effective at the beginning of the 2016-2017 school year.

SECTION III, ARTICLE 2 – RETIREMENT INCENTIVE

Association Position:

The Association proposes for the District to offer a retirement incentive of \$10,000 per year for six years (\$60,000). The number of years of service shall be reduced from 30 to 25 years. This incentive shall be offered in at least two years of the CBA.

The Association takes the position previous to the 1997-2002 CBA, a retiree would receive healthcare for a specified number of years and additional remuneration. The incentive is designed to help decrease the cost of healthcare and allow a retiring employee to purchase healthcare from the employer. As healthcare increases, so should the incentive to help offset the cost of medical expenses.

The history of the early retirement incentive shows the District has decreased the amount paid for the incentive and decreased the number of years the incentive would be paid. The Association argues the District saves through attrition when an employee retires by bringing in employees at a lower step. In the past the District has saved significant amounts of monies when employees have been replaced at lower costs or not replaced. At the conclusion for the 2010-2011 school year, thirty nine (39) teachers took advantage of a retirement package. The attritional savings approached \$1.88 million dollars.

The Association contends if eight (8) employees would retire, the District could potentially save greater than \$729,000 over a five year period.

District Position:

The District is not offering a retirement incentive.

Recommendation:

This Fact-Finder recognizes the value in a retirement incentive program as a means to save the District money. The Fact-Finder recommends for the District to be able to offer a qualified employee retirement incentive plan, at least one time during the term of this CBA. The program shall sunset on June 30, 2020. Unilaterally and at their discretion, the District may reinstitute this retirement incentive in any subsequent year remaining in this CBA.

The qualifications for the Retirement Incentive shall remain the same as contained in the prior 2011-2015 CBA, Section III – Employee Benefits, Article 2 – Retirement Incentive, a (1) and (2).

The following subsection shall be added:

(3) Any employee who is eligible for such incentive and does not accept the incentive when the incentive is first offered during the term of this CBA shall not be permitted to accept a subsequent retirement incentive during the life of this CBA since he or she forfeited his or her first opportunity for the incentive.

The amount of the retirement incentive recommended by this Fact-Finder shall increase to eight thousand dollars (\$8,000) at the same terms as contained in the prior 2011-2015 CBA, Section III – Employee Benefits, Article 2 – Retirement Incentive, 2 b., c., d., and e.

SECTION III, ARTICLE 14.c
PAYROLL DEDUCTIONS & SERVICES/PAYDAYS

Association Position:

The Association presented a three year plan to correct issues with the pay days. The Association contends the District is paying many employees six (6) weeks ahead of their actual work being performed. When an employee leaves his or her position with the District they owe the District six (6) weeks of pay. The pay year starts in mid to early July for work not being performed until mid to late August. The teachers on a ten (10) month pay schedule are done being paid in April and do not receive pay in May or June unless they are owed incidentals. The Association notes the bargaining unit employees on the new “fixed” schedule will eventually end in this same situation.

The Association contends there must be a definitive starting point relative to the school calendar, not on a contractual basis from year to year.

District Position:

The District realizes there is a need to establish a new pay schedule to correct issues that have occurred with the pay dates not being aligned with the dates the employees work. The District proposes a new pay day schedule that would move all employees to the same start day for pay in two years versus the Association’s proposed schedule which takes three years to move the employees to the same pay date.

Recommendation:

This Fact-Finder recognizes the need for issues with the pay days to be corrected. Based on the fact the District is charged with the payroll function, it is this Fact-Finder’s recommendation for the pay schedule the District proposed to be adopted as soon as practical. The District’s suggested method will correct the issues with the pay day in a two year period.

TENTATIVE AGREEMENTS

At the Fact-Finding hearing the parties revealed they had reached tentative agreements concerning several issues discussed during negotiations. It is recommended for the following tentative agreements to be incorporated into this report as set forth herein and made part of the CBA.

Termination compensation
Duration
Clerical Days
Tuition Reimbursement
Background checks
Substitution during planning period
Clubs and Activities
Supplemental Salaries

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-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.

Michelle Miller-Kotula

Michelle Miller-Kotula
Fact-Finder
Washington, Pennsylvania

Issued: March 28, 2016