

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of the Employees

of Danville Area Education

Association

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Case No.: ACT 88-13-7

REPORT OF FACT-FINDER

REPRESENTATION

The Danville Area Education Association (Association) was represented by Robert Nicoletti, PSEA UniServ Representative. The Danville Area School District (District) was represented by Attorney Benjamin L. Pratt of the CGA Law Firm.

STATEMENT OF CASE

The members of the Association are the full-time and regular part-time professional employees of the District. The last written contract between the parties was for the term of July 1, 2010 through June 30, 2012. Early in February 2012 the parties started to hold formal meetings to negotiate a successor contract to begin July 1, 2012. The parties had twelve meetings some of which were with the assistance of a state mediator. When the negotiations reached an impasse, the District requested fact finding. The Pennsylvania Labor Relations Board (Board) appointed the undersigned as fact finder on January 15, 2013. After the receipt of the lists of all issues in dispute, a hearing with representatives of the District and the Association was held on February 13, 2013.

DISCUSSION AND RECOMMENDATION

1. Wages and Salaries – Art. VII, Sect. 7.03

Compensation for Homebound Instruction

The Association requested an increase of ten dollars in the hourly rate of compensation for homebound instructions. In addition it requested that this rate be extended to include “any work outside of contractual time”. The District argued that any increase in compensation for this service should be offset by some other cost saving provision in the contract. It is believed that some increase should be allowed for the hourly rate of teaching homebound students, but the extension of the benefit to include “any work outside contractual time” is too nebulous and general for contract language.

Recommendation: The compensation for homebound instruction will be increased to \$25.00 per hour.

2. Grievance Procedure – Art. VIII, Sect. 8.08 and 8.09

The Association requested that section 8.08 be amended to have grievances resolved in favor of the grievant if the District failed to respond in writing at any step within the prescribed time limitation of the grievance procedure. Lack of response by the District at any step merely moves the grievance to the next step and ultimately to resolution by arbitration. There was no showing of any substantive reason to change the long standing provision of this section.

The Association requested that section 8.09 be deleted. This section says that people attending the arbitration hearing will not be paid for loss of time during regular working hours. The deletion of section 8.09 is not necessary. Arbitrations hearings can be scheduled for a time when the grievant and witnesses are not involved in regular work.

Recommendation: Association’s proposals is rejected.

3. Work Schedule-Art. X, Sect. 10.04

The Association requested an additional provision in the work schedule reading: “All employees shall be provided a minimum of a 40-minute professional preparation period within the confines of the regular student day”. The importance of teacher preparation time for class room work is well known. The teaching schedule does, however, provide for

planning time during the instructional day. Depending on the teacher's ability, education and experience more or less time may be necessary, but no examples were offered. An additional 40 minutes of daily preparation time would necessitate the extension of the school day and/or the increase in the teaching staff. There is no justification for the addition of a 40-minute preparation period.

Recommendation: Association's request is denied.

4. Personal Leave Day – Art. XII, Section 12.04 (b) and (c)

The Association requested amending section 12.04 (b) to allow for the use of no more than one personal day during the first two weeks and the last two weeks of the school year and the day before and the day after a scheduled vacation unless approved by the superintendent. Subsection (a) of the contract provides that 24 hours prior approval for personal days is required from the building principal. Personal days are an entitlement of the employee. As such, teachers should be able to request them on the day of his/her personal choice, if adequate arrangements can be made for a substitute teacher.

The Association requested the deletion of Section 12.04 ©. This section provides that the personal leave day shall be limited by the ability of the District to engage a substitute teacher. The necessity to provide adequate education to students outweighs any request to delete this section.

Recommendation: Section 12.04 (b) shall be changed to read: "No more than one (1) day may be used during the first two (2) weeks or the last two weeks of the school year, nor the day preceding or following a scheduled vacation, unless approved by the Superintendent"

Association's request for Section 12.04 (c) is denied.

5. Bereavement Leave – Art. XIII

The Association proposes to extend the definition of immediate family to include "son or daughter-in-law, brother or sister-in-law, step parent, step siblings, step children, grandparents and grand children" as it is relevant to subsections 13.01 and 13.02 of the contract. The district is not opposed to the inclusion.

In addition, the Association proposes a new subsection 13.03 to read: "leave shall be extended up to two (2) days in section 13.01 or 13.02 when required travel warrants such extension." The ability to extend the days of excused attendance in each of the subsections 13.01 and 13.02 is at the discretion of the School Board. There was no necessity shown to support the need for two additional days.

Recommendation: Subsection 13.01 shall be amended to reflect the inclusion of "son or daughter-in-law, brother or sister-in-law, step parent, step siblings, step children, grandparents and grand children" in the definition of immediate family. Subsection 13.02 shall be amended to reflect the change made in subsection 13.01.

Association's request to add section 13.03 is denied.

6. Life Insurance – Art. XVII

Section 17.01 provides for life insurance for eligible full time professional employees in the amount of \$35,000. The Association requests that the coverage be increased to \$50,000. The additional insurance coverage is an incentive for the employees to remain as professional employees in this District while affording some additional security for the teacher's family.

Recommendation: Section 17.01 should be amended to increase the amount of the term life insurance policy to \$50,000.

7. Hospitalization and Medical Service Plan – Art. XVIII, Sect. 18.01 (a) (ii) and (a) (1) (a) and 1806 (d)

Section 18.01 (a) (ii) of the contract provides that when both husband and wife are employed by the District only one will be enrolled for hospitalization, medical and major medical insurance coverage. The required employee contribution shall be waived for the enrolled employee. The Association requested an additional payment to the couple. The waiver of the contribution toward insurance premium appears to be an adequate benefit to the couple.

As to section 1806 (d) the Association requested an increase in the payment made to employees who elect not to take the health insurance coverage under section 18.06 (d) of the contract. The requested increase was \$3,500. The present payment is \$1,500. The reported savings to the District by a teacher's acceptance of the provision to opt out would be an incentive to increase the amount. The amount of opt out payment to the employee should be increased to \$2,000.

The District made requested changes in the language and percentages in sections 18.01 (a) (1) (a), 18.01 (b), 18.01 (a) (1) (d), 18.01 (a) (iii) and new provisions for additional payment of 1% toward insurance premium by an employee whose spouse could have coverage on his/her employer's plan, but elects to stay with coverage provided by the District. The changes requested by the District are of benefit to the business plans of the District in the conservation of its expenses without undue hardship to its employees. Some of the percentages of contributions are not justified. The new provisions requested by the District for an additional 1% insurance premium is not warranted at this time.

Recommendation: The Association's requested change of section 18.01(a) (ii) is denied. The opt out payment in section 18.06 (d) shall be increased to \$2,000.

The District's requested changes to the contract should be inserted as hereinafter amended to read:

Section 18.01 (a) (i) (a) – Health Insurance Premiums Paid by Employer

For employees elected to be covered under the Central Susquehanna Region School Employees' Health and Welfare Trust health and major indemnity plan, the calculation of the 10% required contribution shall be done on a composite basis for all DAEA employees covered under this plan, unless the District opts into the Tiered Rate Plan as allowed under the Trust program. Beginning in the 2014-15 school year all employees will be on the Tiered plan under the Trust and the 10% required contribution shall be assessed to the employees based on the level of insurance (single, two-party or family) under the plan.

Section 18.01 (b) Health Insurance Premiums Paid by Employer

For employees electing to be covered under the Geisinger Health Plan, the calculation of the required contribution shall be done on a composite base for all DAEA employees covered under this plan. The required contribution rate shall be as follows: 2012-13 10%, 2013-14 11%, 2014 -15 13% and 2015-16 14%.

Section 18.01 (a) (iii) Coverage for New Employees

All new employees will be required to take insurance through the Trust Plan. Those new employees electing coverage under this hospitalization and medical service plan will have 20 days after employment to elect to take the coverage. The employees, who elect coverage, shall be insured from the first (1st) day of work.

District's request for new provisions in 18.01 (a) (i) (d) is denied.

8. Dental and Vision Insurance Plans – Art. XIX

The Association requested an increase in the maximum per person yearly benefit from \$750 to \$1,000. The increase is reasonable and should be given.

Recommendation: The amount stated in article XIX, section 19.01 ©, should be increased to \$1,000.

9. Retirement Recognition – Art. XX, Sect. 20.01

The contract provides for a payment of \$25.00 for each day of unused and accumulated sick leave with a maximum payment of \$6,500 at time of retirement. The Association requested that the per diem payment be increased to \$75.00 for each unused sick day without any maximum payment. There is no evidence to show that the increase in per diem amount without any limitation would have any effect on the number of sick days used by teachers.

Recommendation: Association's request is denied.

10. Faculty, Department and Grade Level Meetings – Art. XXX

The Association requested changes to various subsections of section 30.01. The change to 30.01 (1) was to have only one meeting per month not to exceed 30 minutes rather than to have various meetings within the month for a cumulative time not exceeding 30 minutes. Frequently the information conveyed within the meeting can be done within five or ten minutes. Additional time is not necessary. The restriction of only one meeting per month is not productive of the need for conveyance of information within the school system. The request for a change to 30.01 (3) was to allow people with commitments which they could not rearrange to be excused from the meeting without repercussions. This change is a reasonable solution to accommodate the many demands on teachers' time during the school year. The Association requested the addition of new section 30.01 (5) to provide for reimbursement of travel expense when the meeting is called for a site apart from the employment locale of the teacher. Teachers should be reimbursed for expenses to travel to a meeting at the request of their employers. The final request is for the adoption of a new section 30.01 (6) to prohibit meetings being called for Professional Development purposes. The purpose for which the meeting is called should not exclude any subject which furthers the school system activities.

Recommendation: The request of the Association for section 30.01 (1) and 30.01 (6) is denied. Section 30.01 (3) is amended to read: "Twenty-four (24) hours notice. People who are unable to rearrange commitments will be excused without repercussions." New section 30.01 (5) should be added to the contract to read: "If meeting at another building, mileage at the current rate will be paid."

11. Sick Leave/Family – Art. XXXIV

The Association is seeking the use of family associated sick leave without the requirement of giving notice to the District. The Association does not show any reason when delayed notice for emergency related accidents or sick leave was not honored by the District.

Recommendation: The request of the Association is denied.

12. Personnel File – Art. XXXVI

The Association requests the right for a teacher to insert rebuttal information to any adverse material placed in the teacher's file. Fairness warrants the granting of this request.

Recommendation: The wording of section 36.01 is to be amended by adding the following phrase to the sentence: "and write a rebuttal which will also be placed in the file."

13. Terms of Agreement – Art. XXXVIII

The parties differ on their desires for the length of the contract. The Association desires a six year term and the District is looking for a shorter period of time. The school term is already well through the first year following the expiration of the last contract. With the fast pace of changes in the economy and the uncertainty which the future holds a six year term entails too many unknowns.

Recommendation: The contract shall be for a four year term beginning July 1, 2012 and ending June 30, 2016.

14. Salary Proposal – Appendix A

The Association's request for salary increments extends over its desired term of six years. The percentages of increase are 4% for the first year, 3.9% for each of the second and third years, 3.8% for the fourth year and 3.5% for each of the fifth and sixth years. The District's offer is for a three year agreement with a freeze of wages for the first year and no columnar or step movement; a step and columnar movement only for the second year; and a step movement with no columnar movement in the third year. In addition \$300 would be paid to teachers on the top step, but would not be added to salary. Retroactivity would be paid only from the day following ratification of the contract by both parties. The association presented many graphs and schedules comparing financial facts and teachers' wages from surrounding districts with those of this district. The District introduced financial information of its projected needs for other obligations for future years. After considering all facts presented, the following salary plan is recommended.

Recommendation: For the school year 2012-13 a pay raise of 2.5 % in salary retroactive to July 1, 2012 with no columnar nor step advancement; for the school year 2013-14 a pay raise of 2.8% with columnar and step advancement;

for the school year 2014-15 a pay raise of 3% with columnar and step advancement; and for the year 2015-16 a pay raise of 3.2% with columnar and step advancement.

15. Credit Prepayment or Reimbursement – Art. XXVII

The District requested certain changes in this section which were not accepted by the Association. Neither party offered any convincing rationale for their respective positions. The annual amount of reimbursement of \$75,000 for 2011-12 in the expired contract should be continued for each year of the new contract.

Recommendation: The proposal of the District is denied.

16. Mentor Teachers - Art. XXXV

The District requested certain changes in the Mentor Teacher program. The changes would result in cost savings for the District. The proposal of the District appears to be adequate to provide the necessary guidance for all new teachers. The new provisions will replace existing paragraphs.

Recommendations: The following paragraphs should be added to the contract replacing the paragraphs numbered 35.01, 35.02 and 35.03.

Section 35.01

An honorarium of eight hundred dollars (\$800.00) will be paid to the mentor teacher of a full-time first year teacher. Mentor teachers shall be paid at their per diem rate for the first year mentor program related training during the summer break. This program shall be only for (1) one year.

Section 35.02

The building level Administrator will select the mentors. Staff will be surveyed annually to determine those interested in serving as mentors.

Section 35.03

Those employees currently in the District's Induction Program shall meet with their Building Level Administrator prior to the end of the school year. During this meeting the Employee and the Building Level Administrator will discuss whether or not the Employee shall continue with the Induction Program. If it is decided that the Employee should continue with the Induction program, a Mentor will be assigned and shall receive a stipend of \$500.00 per the previous contract. If it is decided that the Induction Program for the Employee should not continue, no Mentor will be assigned.

SUMMARY

All of the unresolved issues presented by the parties have been addressed. Except as herein discussed there should be no changes in the expired contract except for those changes to which the parties previously agreed during negotiations. The letters to the District and the Association accompanying these findings inform them of their obligation to notify the PLRB if they accept or reject these recommendations.

Dated: February 25, 2013

Respectfully submitted,



John J. Dunn, Sr.