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Donna R. Beal

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Frewsburg Central School District and Frewsburg Faculty Associaton

Abstract
In the Matter of Fact-Finding Between Frewsberg Central School District and Frewsberg Faculty Association, PERB CASE NO. M2007-222. Before: Donna R. Beal Mediator/Fact Finder.

Keywords
New York State, PERB, fact finding

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State of New York
Public Employment Relations Board

In the Matter of Fact-Finding Between

FREWSBURG CENTRAL SCHOOL DISTRICT
- and -
FREWSBURG FACULTY ASSOCIATION

PERB CASE NO. M2007-222

Before: Donna R. Beal
Mediator/Fact Finder

REPRESENTATIVES

For the District

Dana A. Lundberg, Esq.
Lundberg & Gustafson LLP

For the Union

Wallace N. Raupp
Labor Relations Specialist
NYSUT

BACKGROUND

A. The Parties:

The Superintendent of the Frewsburg Central School System ("the District") and the Frewsburg Faculty Association ("the Association") are parties to a collective bargaining agreement effective July 1, 2005 through June 30, 2007. Approximately 99 professional and certificated personnel are covered under this agreement.

B. Negotiations History:

The Parties had a total of 11 negotiation sessions beginning on March 27, 2007 when the parties exchanged packages. The Association presented fifteen (15) items and the District presented thirty-seven (37) items. The Association filed for impasse on December 4, 2007 and at that time four (4) open issues remained for the Association and seven (7) issues remained for the District. Subsequently, a mediator was appointed, however, no mediation sessions were held due to the unfortunate death of the mediator. As a result, this mediator/fact finder was appointed on April 18, 2008.

Mediation sessions were held on May 6 and May 27, 2008 with no final resolution and the parties moved to fact-finding. Both parties engaged in further meetings in an attempt to resolve the remaining issues and the date for submission of briefs to the Fact Finder was extended twice as the parties continued their attempts to resolve the remaining issues.

Briefs from both parties were received by the fact finder on September 12, 2008 with rebuttals due on September 26, 2008.

Although this Fact Finder was assigned as the mediator/fact finder, this report will address the parties' positions at the point of fact-finding which can be categorized into four (4) issues as follows:

Length of Day
Health Insurance
Salary
Duration of Agreement

C. Issues before the Fact Finder:

LENGTH OF DAY

The District presented two separate proposals on this issue, one dealing with the student day and one with the teacher day.

A. Length of Student Day

The current language specifies "The official length of the school day for students shall not exceed six and one fourth (6 ¼) for K-5 students and six and three fourths (6 ¾) hours for grade 6-12 students, from opening to dismissal, except that secondary students may be kept until the second bus run at the teacher's discretion."

The District sought to revise the language to be 7 hours for both elementary and secondary students.

B. Faculty Work Day

The District sought to add language to the current language stating "Secondary faculty will be available to work with students until 3:00 p.m. at least 3 days per week."

- District's argument -

The District states that information gathered from the local BOCES indicated that the teacher's day at Frewsburg's elementary school and middle/high school were the shortest in Chautauqua County compared to all the districts that had reported this information. Thus, the District felt that lengthening the school day would directly benefit the students. They also cited that even with this extended time, Frewsburg would still have a shorter day than some other districts in the County.

In the District's brief, they stated that they could drop their second issue dealing with secondary faculty being available to work with students until 3:00 p.m., at least 3 days per week, if the proposal to change the student day at both schools to 6 ¾ hours and the Faculty Work Day does not exceed 7

hours is accepted.

- Association's position -

In the Association's brief, they stated that they could accept this modification to 6 ¾ hours for the student's day, as well as accepting the length of the faculty day not to exceed 7 hours, based on the acceptance of the Association Salary proposal, as presented in its brief "or a similar variation prepared by the Association."

RECOMMENDATION

It is the recommendation that the student day at both schools be 6 ¾ hours and the Faculty Work Day not to exceed 7 hours be accepted.

HEALTH INSURANCE

This issue deals with several aspects of this subject, which include deductibles, prescription coverage, and Retirement Health Insurance.

A. District Payment Deductible
At fact-finding, the District proposed a change in the major medical deductible amount from $50 individual and $100 family to $100 individual and $200 family.

B. District Payment for Prescriptions
The District also sought modification to the prescription co-pay from $5 Generic and $10 Brand Name to $10 co-pay for both with no rollback.

- District's Position -

The District's argument is based on the continual progression of medical costs and its ability to contain these costs while offering a fair wage increase. The District states that, to its knowledge, only one other school district in Chautauqua County retains such a low deductible and its proposal for

prescription drug co-pay is within what currently exists in the area.

In the District's argument to eliminate rollback, it feels the elimination would result in savings to the District which would exceed the savings yielded by a change in the deductible limit and the prescription coverage. It argues that not all members utilize the rollback feature, thus by eliminating it, it would not be such a problem for the members, but would enable the District to offer the salary increase it has already offered.

In the District's rebuttal it emphasized that their proposal would benefit employees since they would not be paying more for their benefit, but less.

- Association's Position -

In the Association's counter, it offered to accept $100/$200 deductible, effective with the beginning of the 2008/09 plan year, as well as accepting the $10 co-pay to be implemented within 90 days of ratification. Its counter added that the savings would be shared as per the current contract language.

RECOMMENDATION

It is the recommendation that the deductible of $100/$200 and the $10 co-pay be implemented effective with the beginning of the 2008/09 school year or at the earliest date possible since the 2008/09 school year has already begun and it may not be possible to make this retroactive. Also, that rollback be accepted, effective December 1, 2008, which will allow due time for individuals to submit any prior expenses incurred prior to that date and to address the ability to adjust their Flex 125 plan.

Since the issue of sharing the savings was not addressed, a recommendation on that issue will not be part of this recommendation.

C. Retirement Health Insurance

The Association proposed an increase to the amount of contribution toward health insurance in retirement from the current multiplier amount of $100 per day to $125 for each unused sick/personal day. Their proposal also included the extension of time that this benefit would be available to the

members beyond the date of this negotiated contract.

- Association's Position -

The Association has agreed to the counter the District made granting no change per year credit in 2007/08, increase 2008/09 to $600 per year credit, increase 2009/10 to $650 per year credit and increase 2010/11 to $700. Their last proposal modified the date to 2030.

- District's Position -

The District has agreed to the modification of the amount paid per year credit toward the payment of the retiree's health insurance, but does not agree to the multiplier of $100 being changed. Further, it does not agree to the extension of any dates beyond the duration of the forthcoming agreement with the exception of the date as found in Section E1. of the current contract, Retirement Guidelines, that references individuals who retire on or before 6/30/20 who have completed 15 years of service. The District has countered with the date of 2024.

Again, the District's argument is solely financial.

RECOMMENDATION

It is the recommendation that the increases, as agreed to, be accepted and all dates at issue coincide with the duration of this agreement with the exception of the Retirement Guidelines amendment to the year 2024.

Further, no change to the multiplier of $100.

SALARY

During the course of negotiations both sides exchanged various salary schedules. The District began its position offering 3%, including increments, and sought to have two separate salary schedules, one for

current employees and one for new hires, due to the concern that the new hires were well below what the area school systems were paying. The Association rejected this concept for it felt that new hires could "out earn" current employees and that the longevity concept, which was built into the current schedule between the 14th, 15th and 16th steps, would be lost. The difference between these steps, from the 14th to the 15th steps, is currently $10,300 or 23.9% increase; the difference between steps 15 and 16 is $8,450 or 15.8%. The District then proposed a schedule that would add 12 more steps, making it a 30 step schedule. Again, this was rejected by the Association.

After several months of negotiations, the District agreed to discuss keeping a single salary schedule but adding three (3) steps to that schedule to address the large increases between the 14th, 15th and 16th steps and what they felt to be below-average salaries for new hires.

Just prior to fact-finding, both parties had agreed to the specific percentage to be given for 2007/08 at 4.1%, including increment, 2008/09 at 4.8%, including increment, 2009/10 at 4.9%, including increment and 2010/11 at 4.9% including increment. The Association further proposed a 4.9% increase for a fifth year should the parties agree to settle on a 5-year agreement.

- District's Position –

The District continually notes that it supports offering a 4.1% (including increment) increase for 2007/08 although the school year has past and the District has not seen any savings and those potential savings were projected in order to offer such an increase. They support their offer for the remaining years with the potential savings on health insurance in mind. They have pointed out that as each month passes, the cost for the health insurance continues to be a liability to the District. A request was made by the District in its brief that as each month passes, the wage offer be reduced by 0.15% should a settlement not be reached by the 21st of each month, since that is the date each month that insurance payments are due. Their position includes adding three (3) additional steps for a total of twenty-one (21).

Much data was provided by the District indicating their financial status in relationship to Chautauqua County, Frewsburg's tax base, the future costs of employee pension benefits, future requirements of the school system under

the Government Accounting Standards Board Statement 45 (GASB 45) and state aid.

Additionally, the District has offered the same percentages for salary increases on the Nurses, COTA, CSP, CPSE and 504 Chair schedules.

- Association's Position -

The Association has agreed to the percentages offered but holds to the position of retaining 18 steps in the salary schedule for the first two (2) years of the agreement. They agree to add one (1) step in the third year, (2009/10) and an additional one (1) step in the fourth (4th) year (2010/11) thus having a twenty-step (20) schedule at the end of 2011.

Their position is that they are not going to agree to adding these additional steps between steps 14 and 15 as their fact-finding brief indicated.

The Association offered data that, in their opinion, supported their proposal and position that the District could well afford what the Association was asking.

In the Association brief, it proposed a 4% increase each year of the contract for only the School Nurses.

RECOMMENDATION

It is the recommendation that the percentages already agreed to be used to collectively create the salary schedules for 2007/08, 2008/09, 2009/10 and 2010/11. Also, that the additional three (3) steps be added in the second year of the contract, 2008/09. Where on the schedule these steps will be added should be worked out collectively. This subject did not come up in the District's proposal, only that the salary schedules be developed collaboratively between the parties, based on the offer the District has made. According to the District's rebuttal, the thought of inserting a step between the 14th and 15th or the 15th and 16th step was verbally offered to the Association's last proposal. Thus, where the steps should be placed will

not be addressed in this report.

Since it is anticipated that the District will benefit in savings relating to the health costs no later that December 1, 2008, it is not the recommendation of this fact finder that the salary offer be reduced.

It is further recommended that the percentages offered to the faculty be placed on the School Nurses, CORA, CSP, CPSE AND 504 salary schedules.

DURATION

Much of negotiations were spent discussing a four (4) year contract. The Association proposed an additional year since one year had already passed. The position of the District is to hold to a four (4) year agreement and the sole argument is that of economics and the effect the current economic situation has on the current as well as the future years regarding revenue from its tax base and state aid.

RECOMMENDATION

It is the recommendation that the contract be a four (4) year agreement, terminating June 30, 2011.

Final Statement

These recommendations have been made with the intent that all issues have been addressed fairly and equitably for both parties and that the parties can move forward in peace. Both parties have worked extremely hard and long in this effort and this Fact Finder commends both.

Respectfully submitted,

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Donna R. Beal, Mediator/Fact Finder