

COMMONWEALTH OF PENNSYLVANIA

Pennsylvania Labor Relations Board

**In the Matter of the Employees of
Kennett Consolidated School District
Case No. ACT 88-12-17-E**

REPORT AND RECOMMENDATIONS

Diana S. Mulligan, Fact Finder

Hearing: May 7, 2012
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Ruthann Waldie, For the Association

BACKGROUND

Pursuant to ACT 88 of 1992 and the Pennsylvania Employee Labor Relations Act, Act 195 of 1970, notice was received by the Pennsylvania Labor Relations Board (PLRB) from the Bureau of Mediation that no agreement had been reached between the Kennett Consolidated School District (SD) and the Kennett Education Association (Association). By letter dated April 10, 2012, the PLRB appointed the undersigned to act as Fact Finder with the authority set forth above. Subsequent to such notice, the parties were duly notified and a hearing was held on May 7, 2012 in Kennett Square, Pennsylvania at which time all parties in interest were afforded a full opportunity to present testimony and introduce documentary evidence. The Fact Finder and Advocates further discussed the issues via e-mail.

The parties collectively submitted items in dispute contained in 8 articles of the collective bargaining agreement (CBA or Agreement) with 55 subsections and 3 appendices. (The CBA contains 10 articles and 3 appendices.) At the direction of the Fact Finder, the parties communicated with each other in an effort to reduce the number of issues. As of the date of the hearing, the parties withdrew or agreed on the following issues:

1. The inclusion of certain employees in the bargaining unit;
2. Payroll dates;

3. Dollar value of points in supplemental positions;
4. Payment for subject programs (summer school, adult education, etc);
5. Elimination of a “C” grade for tuition reimbursement;
6. Addition of 11 points for the cheer leading coach;
7. No necessity to add “School” before “Newspaper” in the elementary school;
8. Addition of “Association” to the grievance language.

Because of the unusually large number of issues remaining in dispute and the volume of evidence presented in the hearing books (The SD's evidence books consisted of over 800 original pages; the Association's, about 200.), the Fact Finder asked the parties to identify their major issues which will be fully discussed in this Report. A Recommendation will be made for the remaining issues with little or no discussion.

The major issues, in order of importance are:

1. Salary/salary scales;
2. Medical insurance;
3. School Day/Preparation periods;
4. Tuition reimbursement;
5. Reduction in force (RIF)/demotions;
6. Parent teacher conferences/night meetings;
7. Clerical duties/classroom readiness;
8. In-service days
9. Work day/work year.

This Report contains Recommendations for the unresolved issues which constitute the settlement proposal upon which the parties are now required to act, as directed by statute and PLRB regulations. Without any comment, the issues already agreed upon by the parties and the undisputed portions of the CBA shall be incorporated without change as part of this Report.

A vote to accept the Report does not necessarily constitute endorsement of the Recommendations but, rather, represents only an agreement to resolve the disputed issues. Pursuant to statutory authority, the Report will be released to the public after the consideration period if rejected by either party.

The parties are hereby directed to review the Report and, within 10 calendar days of its issuance, notify the PLRB and each other if they accept or reject the Recommendations. IT IS IMPERATIVE that confidentiality of the Report be maintained during the 10 day consideration period.

Major Issue #1: Professional Compensation

Sub-Issue A. Salary Scales – Step Movement

Position of the Parties

Both parties agree that there should be no vertical step movement in 2012-13. The Association wants vertical step movement to resume in January, 2014. The SD proposed no vertical step movement until the 14th pay of the 2014-15 school year.

Discussion

In the event this Report is released to the public on the PLRB website, it is necessary for those unfamiliar with step increments to know how they work. For purposes of illustration, step movement is usually equal to the number of years employed. (The KCSD's step movement does not necessarily coincide with the number of years of employment.) The employee who has not yet reached the maximum (career) rate at the top step, not only gets the salary increase from one year to the next, but also receives an additional amount for moving to the next step. For example, if the general increase is 3% and there are 15 steps on the scale, the person already on step 15 earning \$70,000 in 2010-11, will get \$72,100 in 2011-12 (\$70,000 X 1.03). If the schedule shows that a Step 7 employee earns \$60,000 in 2010-11, that employee will not only earn the general increase in 2011-12, but because he has now advanced to step 8, he gets an additional raise. The difference between a stated general percentage increase and the amount actually received for moving to the next year on step is called the step increment. Depending on how the salary scales are structured, those still advancing on the salary scales may have an increase in the range of 5-6%. The step increment in KCSD is fairly high which makes it difficult to provide modest raises overall without exceeding the total amount available to fund these raises. Under normal circumstances, employees advance one step each year until they reach their career rate. The current economic times are hardly normal. The Association has agreed to suspend the normal step advance for 2012-13 and not continue the step progression until January 2014.

Recommendation

Adopt the Association's proposal for step movement.

Sub-Issue B. Columns

Position of the Parties

The Association wants to keep the current 7 columns (B, B=24, M/MEq./M+15, M+30, M+45 and M+60/Dr.) and, should the teacher have accumulated enough credits to do so, move to the next column in every year of the CBA (as they do now). The SD, beginning with the 2014-15 school year, wants to eliminate the B+24, M+15, M+45 and M+60 (but keep "Dr."). The SD also no longer wishes to recognize the "M.Eq." The SD would grandfather those employees already on the eliminated columns unless they secure enough credits to advance to the next column (obviously, those already at the M+60/Dr. Column have no where to advance.)

Discussion

Currently, employees with a "M Eq." stop at the "M" column unless they earn a regular Master's degree. If all current employees who have the "M Eq." or are advancing to that designation would be grandfathered, new hires in the 2014-15 school year would know they require a Master's degree for lateral movement beyond the Master's column.

School districts encourage teachers to get advanced degrees, if for no other reason, it makes the district look good because its educators are themselves being educated and advancing in their professions. Besides acquiring skills and knowledge, the teachers also benefit by earning additional pay for advancing to the next column on the scale, a process termed "double dipping" by the SD in its hearing binder. Coupled with its proposal to discontinue tuition reimbursement beyond the Master's degree beginning with the 2014-15 school year, it seems that the SD is discouraging education in an institution whose sole purpose is to educate. Although the "M+60/Dr." is not always found in teacher contracts (although it is in Chester County except for the CCIU), the other 6 columns are standard.

Recommendation

1. Keep the current columns
2. Continue to move laterally on the columns beginning with the 2012-13 school year.

Sub Issue C. Amount of Compensation

Position of the Parties

The SD did not provide a percentage increase in its proposal for any year, but with a salary freeze, the 2012-2013 scale is the same as the 2011-12 scale. There is a slight increase (less than 1%) in 2013-14, and then the scale stays the same in 2014-15 (SD Book II, pp. 113-115) The Association, after accepting a step and percentage freeze in 2012-13, wants to advance on step in the middle of the 2013-14 school year, raise the starting salary and add a percentage increase which, according to the Association, will total 2.87%. The SD suggests this percentage is actually higher because of the high incremental cost.

Discussion

Both sides presented extensive financial data for the Fact Finder's consideration. According to the Association, its proposal would require an increase in expenditures of only .7% more than the SD's proposal. The Association's numbers include Social Security, Medicare, Pennsylvania State Employees Retirement System (PSERS) and health insurance expenditures. According to the Association, the SD realized savings in the current CBA because salaries were less than the levels negotiated by the parties. Total expenditures for salaries and benefits in 2010-11 were 2% less than their cost in 2003-04 (48.9% v. 46.6%) despite the addition of 33 bargaining unit positions. The Association provided data showing that the SD has a sizable balance in its General Fund, Capital Reserves and Capital Projects

Funds and maintains an escrow account of \$.7 million against large insurance claims. The impact of additional taxation will be minimal (\$50.44 per household in 2012-13 and \$108.91 in 2013-014). In other Chester County school districts, the average wage increase was 3.3% in 2012-13 and 3.10% in 2013-14. (8 of the 11 districts listed are now or will be in negotiations by 2013-14.)

According to the SD, beginning with the 2008-09 school year, the average annual columnar movement alone cost \$78,000. The SD estimates that it will need to triple the expenditures from the fund balance from the 2011-12 levels by 2015-16. The SD presented evidence that unfunded mandates and declining revenues are expected to increasingly negatively impact the fund balance and the budget. The SD is especially concerned about the large number of tax assessment appeals (Real estate taxes represent about 79% of local revenue.), low interest rates paid on investments, and health care and PSERS costs. The SD provided a chart (Book II, p. 117) showing comparative salaries in Chester County for the 2011-12 school year. KCSD does have the lowest starting salary in Chester County, but the third highest in maximum pay although it is in the bottom third in ability to pay.

It is no secret that the economy had not recovered as quickly as anyone had predicted. KCSD relies largely on property taxes to fund its budget. Government sources of funding have been reduced and PSERS contributions have increased. At the same time, in order to continue its mission of providing quality education and receiving national recognition for its fine academic program (Association binder, Tab B), the SD must recruit and retain motivated and highly qualified teachers. According to the SD, it has had no difficulty in attracting such a staff and those who resigned did so for personal reasons or because they retired. This is understandable since the evidence shows that teacher pay in Chester County is high relative to that in other Pennsylvania school districts. The SD acknowledged that school district hiring is an employer's market at the present time.

Recommendation

1. No step movement, no percentage increase for 2012-13.
2. Move on step/increase salary 2.62% in January, 2014 according to attached scales. This represents a .25% decrease in the Association's proposed percentage.

Major Issue #2: Medical Insurance

Sub-Issue A. Benefits for Part-Time Employees

Position of the Parties

The Association wants to add language which would provide medical benefits to non-demoted part-time employees on a pro rata basis. The SD wants to keep the existing language which does not provide benefits for part-time employees.

Discussion

According to the SD's chart (Book II, p. 138) 5 Chester County school districts provide benefits for part-time employees on a pro rata basis, one gives full benefits and 3 provide benefits for those employed a minimum amount of time. While the majority of the comparison districts do provide some health insurance benefits to part-time employees, with the current economy and budgeting problems facing many school districts in Pennsylvania (including KCSD), this is not a good time to add a benefit which will increase costs for the SD.

Recommendation

Do not add medical benefits for non-demoted part-time employees.

Sub-Issue B. Choice of Plan

Position of the Parties

The SD, beginning on July 1, 2014 (Book II, p. 140) proposes to keep the current Personal Choice Option 10/20/70 Plan (PC 10/20/70) as the premium plan, eliminate the Personal Choice Option 5 Plan (PC 5) and offer the Personal Choice 310 Plan (PC 310) as the base plan or the substantial equivalent of these plans. (Note: On Page 140 of Book II, the SD used the July, 2014 date, but on pp. 176 and 182 the dates and premiums for the PC 310 Plan show the effective date as of the 2013-14 school year. I am assuming that the July, 2014 date is a typographical error.) The Association, beginning July 1, 2013, wants the SD to offer the Personal Choice Option 10 (PC 10) as the premium plan and Personal Choice Option 15/25/70 (PC 10/15/70) as the base plan.

Discussion

Although both the Association and SD agree that the current PC 5 plan is very cost inefficient for the employee (The employee premium share is more than double that of the PC 10/20/70 Plan.) in exchange for very little improvement in benefits, 46% of bargaining unit member have selected this plan. The SD's charts show that only Great Valley and Owen J. Roberts offer the PC 310 Plan. This was once a popular plan and the SD alleges that it is coming back into vogue. Most Chester County school districts offer the PC 10/20/70 Plan and very few have the PC 5 Plan.

The Association's chart (Tab 7) shows all of the plans available but not their cost. The increase in employee co-payments (usually \$5) for office visits and various therapies suggests that, as the Association claims, these plans would provide some cost savings to the SD. PC 310 would likely provide a lot more cost savings since, unlike the other plans, it has deductibles and out-of-pocket expenses ranging from \$300-\$2,000 per year and covers

only 90% of certain services. 8 out of 10 plans have no deductibles or out-of-pocket expenses and cover 100% of expenses for in-network services.

Medical premium costs continue to escalate every year The SD's chart (Book II, pp. 165-66) show an increase of 14.5% from 2011-12 to 2012-13 for both current plans. The SD provided renewal costs for the PC 10/20/70 Plan but showed only the projected costs for the PC 310 Plan for 2013-15 which are higher than the 2012-13 PC 10/20/70 premiums.

Recommendation

1. Adopt the Associations' proposal for medical plan offerings.
2. Adopt the SD's language for Article V.G. (“...lowest cost Personal Choice Plan offered.”)

Sub-Issue C. Premium Share

Position of the Parties

For the first 2 years of the CBA, both parties agree that the SD will pay 90% of the premium costs and the employees, 10%. In a 3 year Agreement, the SD wants to increase the premium share for employees to 15%.

Recommendation

If there is a 3 year CBA, the employee premium share should be 15% in the third year.

Sub-Issue D. Prescription Drug Program

Position of the Parties

The SD wants to maintain the status quo for amount of prescription drugs (RX) dispensed and co-payments for the 2012-13 school year. Beginning with July 1, 2013, the SD proposed the same \$10 employee co-payment for generic drugs, \$30 for brand name preferred and \$55 for brand name non-preferred. For a 90 day mail order supply, the SD proposed the same \$20 payment for generic drugs but wants an increase to \$50 for brand name preferred and \$100 for brand name non-preferred. The Association, throughout the 2 year term of its proposed CBA, wants the employee co-payment to remain at \$10 for generic and increased to \$25 for name brand, with the 90 day mail order supply to remain at \$20 for generic and increase to \$50 for name brand.

Discussion

Currently, the co-payment applies to a 34 day RX or 100 pills, whichever is less. (There is no mention of injectible drugs.) Mail order is mandatory for maintenance drugs and requires 2-\$10 co-payments for a 3 month supply. Half of the school districts in the comparison

group have the 3 tiered RX system proposed by the SD; the other half have the current KCSD 2 tiered system. The highest co-pay is \$50 with the amounts payable by the employee ranging from \$10-\$35 (SD Book II, p. 187). Although the Association stated, at the hearing, that the SD's drug costs were static, the SD's expert testified that an injection of Gleevec (cancer/organ transplant) costs \$4,600 and Embrel (bones/muscles/joints) is similarly priced.

Recommendation

1. Beginning July 1, 2013, the co-payment for generic drugs should remain as is.
2. Beginning July 1, 2013, the co-payment for name brand preferred should be \$25; the co-payment for name brand non-preferred should be \$55.
3. Beginning July 1, 2013, the co-payment for mail order name brand preferred should be \$50; the co-payment for name brand non-preferred should be \$100.

Sub-Issue E. Dental Plan

Position of the Parties

For the term of the Agreement, the Association wants to maintain the status quo (SD pays 100% of the premium). The SD proposes to keep the current language for 2012-13, but, beginning with the 2013-14 school year, wants to contribute the same percentage of the premium as it contributes to the PC 310 medical plan (90% in 2013-14 and 85% in 2014-15). The SD also wants to eliminate adult orthodontics and place a \$1,500 maximum on children's orthodontics.

Discussion

Both parties presented comparables from Chester County school districts, but they do not necessarily contain the identical information. However, the numbers are close enough to make a valid comparison. Half of the Chester County school districts have an orthodontic maximum of \$2,000-\$2,500 and half, \$1,000-\$1,500. Eight of the 11 school districts pay the entire premium.

Recommendation

1. The KCSD should continue to pay 100% of the premium for this benefit.
2. All orthodontics should have a maximum of \$1,500.

Sub-Issue F. Vision

Position of the Parties

The Association wants to maintain the status quo. The SD wants the same employee co-payment for vision as for dental.

Discussion

Two school districts in the comparison group have no vision benefit. Except for Avon Grove (Employee pays \$1/month.) and Unionville-Chadds Ford (Employee will pay 7.5% of the premium cost in 2011-12 or \$4/year for single or \$13/year for family. This amount will increase to 10% in 2012-13.) Where vision insurance is offered, the employer pays the premium.

Recommendation

Maintain the status quo.

Major Issue #3: Preparation (Prep) Periods

Sub-Issue A. “Goal” Language

Position of the Parties

The Association wants to eliminate the language in Article IX, Section 9.04. B. which states that prep time “...[are] goals to be desirable.” The SD wants to keep this language.

Discussion

The Association has settled one grievance and another is pending on this issue. According to the Association, the SD has contended that a goal is not a mandate. Therefore, the SD is not required to meet what is only a “goal.” This is one of the areas where, in the past, there was a “gentlemen's agreement” regarding certain workplace practices. The others involve areas where matters were governed by policy (e.g.,leaves of absence) and where the Association now wants language in the CBA so both parties know where they stand. When new officials (whether they be Union officers or SD administrators) take over, they may want to diverge from their predecessors' practices and substitute their own policies. The KCSO has employed several new administrators in the past 5 years. The intent of the Association in including and/or modifying certain language is to ascertain that both parties have a clear understanding of what is expected of them in the workplace.

Recommendation

Delete “goals to be desirable” in Article IX, Section 9.04.B.

Sub-Issue B. Definition of Prep Time

Position of the Parties

The SD wants to keep the existing language which limits prep time (except in cases of emergency) to “classroom preparation, curriculum development, or other work directly

related to the delivery of the educational program...” The Association wants to expand the definition to include meetings, conferences and making parent contact.

Discussion

The Association's proposal updates the current language to account for increasing mandates (e.g., intervention) which may require the use of prep time for other than lesson planning and classroom preparation. (Note: The Association, in re-defining prep time, did not propose - except for deleting “goals to be desirable” - that the words, “subject to the principal's discretion,” be removed from Section 9.04.B. Yet, in its rationale, the Association stated it is “insulting” to have the use of prep time subject to the principal's discretion since, not only are the teachers, as professionals, qualified to direct their own prep time, but it has been a past practice for them to do so. This was not an issue in dispute presented by the Association and, according to the “Procedures for Fact Finding” e-mailed to both parties by the Fact Finder prior to the hearing, will not be considered for a Recommendation. However, to avoid grievances on the matter, it would be wise for the parties to resolve this issue on their own.)

Recommendation

Adopt the Association's proposal for the definition of prep time.

Sub-Issue #3: Amount of Prep Time

Position of the Parties

The SD wants to eliminate all language in the CBA specifying the amount of prep time in the elementary school. The Association wants to guarantee the 5-50 minutes per day in a 6 day cycle and add 25 minutes per day which would be designated for team/grade level meetings.

Discussion

One of the reasons the Association proposed the increase in prep time for the elementary schools was to “level” the amount of time for all grades. Currently, elementary teachers have 70 minutes, high school teachers have 82 minutes and middle school teachers have 126 minutes of prep time. By adding 5 minutes to the school day and adding recess to the schedule (or, in the alternative, providing more “special” classes), the Association feels this demand can be accommodated. The Association presented in its hearing binder not only a detailed 2 page sample daily schedule showing how this can be done, but also submitted several articles from childhood development specialists stating that recess is beneficial both for the children and teachers.

The SD argues that KCSD has one of the shortest school days in Chester County and that it needs to “squeeze” every available minute from the instructional day and not add more free time to the schedule. The SD also argues that the extra 25 minutes of prep time would

require it to hire an additional 8.75 teachers at a cost of \$494,796 (Book II, p. 259).

It is certainly desirable for teachers, who are with the children during the school day, to provide suggestions on how to improve their educational experience by adding play to the strictly academic schedules. However, it is ultimately the SD's managerial right to determine the curriculum.

Recommendation

Since the SD, at the Fact Finding hearing, stated it intended to use Fact Finding as a framework for continued negotiations, alternative Recommendations are offered for this issue, tuition reimbursement and work day/work year.

Alternative Recommendation #1: Keep elementary prep time at current levels.

Alternative Recommendation #2: Add both the Association's proposed additional prep time and 15 minutes to the school day.

Major Issue #4: Tuition Reimbursement

Sub-Issue A. Reimbursement Period

Position of the Parties

The SD wants to eliminate tuition reimbursement for the first 2 years of the new CBA. The Association rejects this proposal.

Discussion

The SD has proposed this issue as a cost saving measure. Tuition reimbursement cost almost \$300,000 in 2010-11. The Association sees this proposal as just another of many items (pay freeze, no step movement, etc.) removed from the Agreement which are detrimental to teachers. The Association is unprepared to accept all of these cuts in one CBA. No other district in the comparison group has suspended reimbursement for any period of time.

Recommendation

Do not suspend tuition reimbursement.

Sub-Issue B. Reimbursement Beyond the Master's Degree

Position of the Parties

After the 14th pay of 2014-15, the SD wants to reimburse tuition only for teachers studying for their first Master's degree or for those seeking to satisfy permanent certification

requirements. The Association wants to maintain the status quo (including all horizontal columns).

Discussion

According to the SD, teachers can still take courses to advance to the M+30 column (which will remain on the scale in 2014-15) but they will have to pay their own tuition. Interestingly, the SD wants to remove the M+60 column from the salary scale but keep the Dr. column. They both pay the same. Without providing any further documentation, the SD averred that higher degrees do not necessarily improve student outcomes. The SD further stated that Fact Finders recommended limiting reimbursement only up to the M column in Spring Ford and Perkiomenville. Although tuition reimbursement is prevalent in teacher contracts, the SD wishes to limit this benefit because it is “double dipping.”

Recommendation

Continue to reimburse across all columns.

Sub-Issue C. Number of Credits/Amount of Reimbursement

Position of the Parties

Both parties agree to the maximum reimbursement of \$430 per credit (with the SD agreeing to reimburse only after the 14th pay in the 2014-15 school year). The Association wants to maintain the status quo (15 credits). The SD wants to reduce the maximum number of reimbursable credits to 10.

Discussion

According to the Association, \$430/credit (the West Chester rate) is low in comparison to other Chester County school districts which use the Penn State rate. If all 15 credits are taken, tuition reimbursement would amount to \$6,450 per year. Where maximum amounts are stated in the comparison group (SD Book II, pp. 215-216) they range from \$2,300 to \$5,000. Where percentages are given, it cannot be determined what the reimbursement is if no maximums are listed. Half of the school districts do not reimburse 100%. Where the maximum annual amount of credits is shown in the SD's chart, 5 (including KCSD) allow 15 credits and 3 allow 12.

Recommendation

1. For 2012-14, continue to reimburse up to \$430/credit up to a maximum of 15 credits.
2. Should the parties adopt a 3 year Agreement, reduce the number of reimbursable credits to 12 beginning with the 2014-15 school year.
3. In the alternative, keep the 15 credits, but cap reimbursement at \$4,000 per year.

Major Issue #5: Furloughs/Demotions (New Language Proposed by the Association)

Sub-Issue A. Reductions in Force (RIF or Furloughs)

Position of the Parties

The Association proposed that the SD shall notify all affected employees and the Association President by May 15th prior to the school year during which a RIF is to become effective. The Association further proposed that furloughs, demotions and recall be made in order of seniority and that, if a vacancy occurs and the furloughed/demoted employee is certified to fill the vacancy, a new appointment shall not be made. The SD rejects this proposal.

Position of the Parties

RIFs and recall rights by seniority is, as the Association argues, a fundamental tenet of unionism. Furloughs are now covered by School Board Policy #411 (soon to be replaced by Policy #311). Policy #311 states that employees can be “suspended” (ie., laid off) by seniority and reinstated in accordance with the law. Standard seniority language is in the SD's support personnel contract. Five Chester County school districts have some kind of furlough/recall language, but one of them refers only to a specific class of teachers and one generally states it will attempt to accomplish furloughs through attrition. It is my recollection of the School Code that RIFs can be made in cases of reorganization and/or decline in enrollment and upon application to the Pennsylvania Department of Education (PDE). The Association's proposal closely mirrors current Board policy but it is understandable, especially in these uncertain economic times, that the Association wants to see this policy memorialized in the CBA.

Recommendation

Adopt the Association's language EXCEPT omit the word “demotion.”

Sub-Issue B. Demotions

Position of the Parties

When a full-time professional employee is demoted to part-time status, the Association wants to add language which would allow that employee to:

1. Continue to receive full seniority;
2. Have the right to recall based on seniority to any full-time position available in the teacher's area of certification;
3. Continue to receive full benefits except for sick, personal and bereavement days.

The SD rejects this proposal.

Discussion

Although the SD stated, at the hearing, that it has no intention to demote any teacher to part-time since its enrollment has been (and is projected to be) stable through the 2016-17 school year, there is no guarantee that loss of bargaining unit positions can be accomplished through attrition alone.

Demotions are currently a “hot button” issue in many school districts. Demotions clearly cause a hardship for the employee. Currently, virtually all PDE, court and arbitration cases support the SD's right to demote for budgetary reasons. In an effort to cut costs, school districts tend to demote first in non-mandatory subject areas such as music, libraries, etc. Many teachers in these subjects often have certification in another curriculum area. If the librarian, for example is demoted to half time status and can bump into an elementary position, the elementary teacher will be furloughed and the former librarian will still be on the same step of the salary schedule. This saves the school district no money at all and this is one of the reasons that schools are demoting instead of laying off teachers. The Association argues that, even with its proposal, the KCSD will save money. However, the SD will still have the obligation to pay for the demoted employee's medical benefits and PSERS contributions as if that employee was working full-time. The only savings would be the reduced salary. Giving a demoted employee full-time benefits is unheard of both in the private and public sector at this time.

Recommendation

Do not include the Association's proposal in the CBA.

Sub-Issue C. Transfers

Position of the Parties

The Association wants to add language to the Agreement which covers transfers. The SD proposes that transfers continue to be addressed in School Board policy.

Discussion

Most Chester County school districts have transfer language in their teacher contracts. Current Board Policy #409 (and future Policy #309) address transfers. The significant difference between the Association's proposal and Board Policy #309 is that the Association's proposal gives an employee who was transferred first claim to a position which becomes vacant in the area from which (s)he was transferred. Board policy states only that requests for transfers to a vacant position “...will be considered.”

Recommendation

Adopt the Association's proposal.

Major Issue #6: Parent/Teacher (P/T) Conferences/Orientation

Sub-Issue A. Parent Orientation

Position of the Parties

The SD wants to maintain the status quo (no language in the CBA). The Association wants to add language to the Agreement which would limit evening meetings (such as open house and parent orientation) to 2 separate events per school year with a 3 hour total limit for the year.

Discussion

According to the Association, its proposed language is only memorializing a past practice. The addition of this Article, in the Association's opinion, is necessary because, when new SD administrators are hired, they may be unaware of this practice. The SD objects to the inclusion of most of the Association's proposal (It concurs with the first paragraph which requires teachers to attend such functions.) since these programs sometimes exceed the 2 hour time limit. Both parties acknowledge that this has never been a problem but the SD asserts that such specific contract language opens the door to grievances. The Association recognizes that such functions may go overtime but the teachers, who are professionals, intend neither to walk out when the time is up nor file a grievance if obliged to stay overtime. Memorializing current practice so that changing School Boards and Administrations will continue the practice is not a bad idea and most Chester County school districts have language addressing these conferences. However, the Association's proposal should be adjusted so that, should the stated time limits be exceeded, a grievance will not be generated. Suggested language might be, "Such events shall be scheduled for a total of 3 hours per year."

Recommendation

Include P/T conferences/orientation in the CBA subject to the suggestion in the "Discussion" section of this issue.

Sub-Issue B. P/T Conferences

Position of the Parties

The SD wants to maintain the status quo by not including this Article in the CBA. The Association proposed to add specific language which would provide, "...four(4) days twice a year (each occurrence to be scheduled as four (4) half (½) student days, Three (3) half (½) conference days and one (1) evening conference period of no more than two (2) hours for the elementary/middle school and one two (2) hour conference period for the high school once a year."

Recommendation

Add similar language as recommended for Sub-Issue A.

Major Issue #7: Clerical Day/Classroom Readiness

Sub-Issue A. Clerical Day

Position of the Parties

There is no existing language in the current CBA on this subject and the SD wants to maintain the status quo. The Association wants to add language which would give the teachers one-half day twice a year for preparing grades.

Discussion

Three school districts in Chester County currently have a clerical day, with 2 of them scheduling this day during in-service days. The Association feels that lack of such time causes tremendous anxiety and the time is necessary to accurately report grades. The SD objects to using instructional days for this purpose. Currently, high school teachers (who record grades electronically) have 4 half days for mid-terms and finals and the SD expects that they will use this time to work on grades. The Association argues that this time is insufficient to do the work.

Recommendation

Maintain the status quo.

Sub-Issue B. Classroom Readiness

Position of the Parties

There is no language addressing this issue in the current CBA. The Association wants to add language providing for one uninterrupted in-service day at the beginning and end of the year to prepare and clean up classrooms. In Book II, p. 294, the SD states that it rejects this proposal. In Book II, p. 42, the SD proposed language which provides for a minimum of 4 hours to set up and take down a classroom during an in-service day.

Discussion

The SD stated, at the hearing, that, “depending on circumstances” the SD “usually” allows one day at the beginning and end of the year for setting up and cleaning classrooms. Examples of these “circumstances” are given as renovations or moving to a new school. Five Chester County school districts have some language on this topic. With the current arrangement, elementary teachers stated they did not have sufficient time to prepare their

classrooms, especially at the beginning of the year, when they barely made it to their classrooms before parents arrived for “Sneak a Peek” day.

Recommendation

Adopt the SD's proposal in Article IV.401.I which addresses the 4 hour minimum for setting up/taking down classrooms.

Major Issue #8: In-Service Days

Position of the Parties

The SD wants the structure of the current 8 in-service days to be within its discretion with “at least” a 30 minute lunch. The Association will accept a one hour lunch provided its members also get one 50 minute prep period during the in-service day.

Discussion

The Association stated that, formerly, there was a 6 hour in-service day with a 1½ hour lunch and that the SD reduced it to a 4½ day with no lunch. This disputed in-service day is now listed as a “flex” day in the current Agreement. The Association argues that it needs the 50 minute prep time to get ready for the next day. According to the Association, a 1½ hour lunch is the norm in Chester County. The SD wants this day to be the same length as other school days and is willing to give a one hour lunch but needs a 6½ hour day for staff development.

Recommendation

Keep the in-service day the same length as the regular school day with a 1½ hour lunch.

Major Issue #9: Work Day/Work Year

Position of the Parties

The SD wants to add 15 minutes to the current 7 hour 15 minute day. The Association proposes to add 5 minutes to the day contingent upon adding the 25 minute/day prep time in the elementary school.

Discussion

The additional elementary prep time has already been discussed hereinabove in Major Issue #3. Most school districts in Chester County have a 7½ work day with Octorara having the closest work day (7 hours, 20 minutes) to KCS D. The SD frames this as both a monetary and safety issue. Monetarily, the SD alleges it would have to purchase new buses if the school day is not extended and/or the elementary teachers get the additional prep time. The

Association fails to see why new buses are needed. The SD also alleges that it is not safe to continue the current situation where students must stay on buses until it is time for them to enter their building. According to the Association, the elementary staff is in the building 20 minutes before the students come in and there is no reason for them to remain on the buses.

Recommendation

Alternative Recommendation #1: Keep the length of the school day as is with no additional prep time.

Alternative Recommendation #2: Add 15 minutes to the school day and the Association's extra prep time.

Remaining Issues in Dispute

1. **Term of Agreement.** Two years is a short term, but the current Agreement has not yet expired, the economy is in a turmoil, the SD has proposed dramatic changes to the salary schedule by reducing the number of lateral steps, and the step increment is very high. These last 2 issues should be seriously addressed in the next negotiations. Recommendation: 2 year CBA.
2. **Posting of Vacancies for Coaching Positions.** Recommendation: If bargaining unit and non-bargaining unit applicants are equally qualified, as determined by the SD, the bargaining unit employee gets the position.
3. **Life Insurance Amount.** Recommendation: \$40,000.
4. **Retiree Health Insurance.** Recommendation: Raise eligibility age to 55 and years of service with KCSD to 15. Grandfather employees who retired under current provision.
5. **Sick Leave.** Recommendation: Include language in CBA – 10 sick days per year, up to 3 for family member, unused days carry over to the next year.
6. **Retiree Payment for Unused Sick Days.** Recommendation Minimum 15 years of service with KCSD; notify no later than March 1st unless circumstances make such notification impossible (e.g., sudden major illness); \$60 per day up to a maximum of 300 days.
7. **Jury Duty.** Recommendation: Include language in CBA. Adopt Association's proposal with reimbursement to SD for any fees received as subpoenaed witness or jury duty.
8. **Bereavement leave.** Recommendation: Include language in CBA. Time off according to School Code.

9. **Payroll Deduction.** Recommendation: Existing language (8.02).
10. **Maintenance of Membership.** Recommendation: Existing language.
11. **Fair Share.** The SD has a philosophical objection to fair share; ie., why should an employee have to pay dues when (s)he does not want to belong to the Union? The Association is obliged to represent the entire bargaining unit without discriminating against those employees who have not joined the Union and who do not pay dues. The “fair share” dues include only costs related to negotiations, grievance filing and other items directly related to employment. Recommendation: Include Fair Share in the CBA.
12. **Personnel File.** Recommendation: Maintain status quo.
13. **Reimbursement for Travel.** Recommendation: School District policy.
14. **Posting of Vacancies.** Current School Board Policy #404 states that, “Staff vacancies shall be made known to district personnel...within 10 working days after the occurrence of the vacancy. All inside candidates shall be interviewed.” The successor Policy #304 states that, “Staff vacancies that represent an opportunity for professional advancement shall be made known....” No time or method for posting is stated in this policy and there is no guarantee of an interview to current employees. Recommendation: Include Association language EXCEPT change the time of posting to 10 calendar days within occurrence of a vacancy and eliminate the requirement for provision of a hard copy.
15. **Teacher Monitoring of Recess, Cafeteria, etc.** Recommendation: Do not include in the CBA.
16. **Twice a Month Monday Meetings.** Recommendation: Combine language in both proposals to reflect current practice.
17. **Pass/Fail Courses.** Recommendation: In “P/F” courses a grade of “Pass” must be earned for horizontal movement on the salary scale.
18. **On-Line Courses.** Recommendation: The parties should develop language for tuition reimbursement to include “legitimate” on-line courses subject to the same conditions as traditional “bricks and mortar” courses.
19. **Fiscal Year Reimbursement.** Recommendation: Do not add the Association's proposal for reimbursement of tuition credits per fiscal year.

SIGNED _____ DATE _____

Diana S. Mulligan, Fact Finder

SIGNED _____ DATE _____

Jeffrey T. Sultanik, Esq., for the KCSD

SIGNED _____ DATE _____

Ruthann Waldie, for the Association

2012-13

STEP	B	B+24	M	M+15	M+30	M+45	Dr	
1		42,063	43,938	46,381	47,671	48,999	50,776	52,866
2		43,325	45,256	47,602	48,936	50,291	52,580	54,655
3		44,624	46,614	49,079	50,205	51,595	54,682	56,756
4		45,963	48,012	51,257	52,399	53,748	56,756	58,830
5		47,342	49,453	53,801	54,944	55,775	58,891	60,968
6		48,762	50,936	56,502	57,592	58,578	60,968	63,046
7			52,464	59,319	60,518	61,089	64,212	66,293
8			53,889	62,138	63,861	64,644	66,732	68,821
9			55,315	66,146	67,408	68,564	70,352	71,510
10			57,504	69,509	70,879	72,142	73,196	75,828
11			59,985	72,952	74,323	75,587	76,958	79,067
12			63,425	77,046	78,536	80,239	81,090	83,006
13			67,172	81,357	82,324	84,580	85,441	87,054
14			78,174	85,380	87,673	89,857	91,113	94,115
15			80,520	87,941	90,303	92,553	93,846	96,938
16			85,346	93,213	95,716	98,100	99,471	102,748

2013-14

STEP	B	B+24	M	M+15	M+30	M+45	Dr	
1		43,848	45,848	48,848	50,348	51,848	53,348	54,848
2		44,248	46,348	49,348	51,348	52,848	54,348	55,848
3		44,748	46,848	49,848	52,348	53,848	55,348	57,348
4		46,248	48,348	51,848	53,348	54,598	57,098	59,348
5		47,598	49,848	54,148	55,348	56,098	59,248	61,248
6		49,098	51,348	56,848	57,848	59,348	61,348	63,348
7			52,848	59,748	60,948	62,148	64,548	66,648
8			54,348	62,548	64,148	65,348	67,098	69,248
9			56,348	66,548	67,748	68,848	70,748	71,948
10			58,348	69,848	71,348	72,598	73,848	76,148
11			60,848	73,348	74,848	76,348	77,648	79,598
12			63,848	77,448	78,848	80,548	81,848	83,598
13			67,598	81,698	82,848	84,848	86,098	87,648
14			78,548	85,748	88,148	90,148	91,448	94,448
15			80,848	88,348	91,098	93,348	94,848	98,348
16			85,748	93,648	96,098	98,448	99,798	103,148