

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

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| In the Matter of Fact-Finding | (| Fact-Finding Report |
| | (| and |
| | (| Recommendations |
| Between | (| |
| | (| |
| Susquehanna Township School District | (| Case No.: ACT 88-13-27-E |
| | (| (Dauphin County) |
| and | (| |
| | (| |
| Susquehanna Township Education Association | (| Date of Hearing: May 13, 2013 |
| | (| Date of Report: May 20, 2013 |

William J. Miller, Jr.
Fact-Finder

For the District:

Paul Blunt, Esq.
Attorney
King Spry Herman Freund & Faul, LLC
One West Broad Street, Suite 700
Bethlehem, PA 18018

For the Association:

Carolyn Funkhouser
UniServ Representative
PSEA/ NEA
4750 Delbrook Road
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Background

By letter dated April 10, 2013, 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 Susquehanna Township School District (hereafter referred to as the "District") and the Susquehanna Township Education Association (hereafter referred to as the "Association"). The Association represents a unit of approximately 200 bargaining unit teachers, who work for the District, located in Susquehanna Township, 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 "Agreement") which was effective by its terms from July 1, 2010 to June 30, 2013. The parties met one time for purposes of negotiating a successor Agreement, but 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 Association.

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

- | | |
|--------------------|------------------------------------|
| Article I | Recognition |
| Article III | Meet and Discuss Procedures |
| Article IV | Salary |
| Article V | Insurance |
| Article XV | Duration of Agreement |
| Article VI | Length of Work Year |
| Article VII | Length of Work Day |
| Article IX | Rights of Employees |

| | |
|---------------------|--|
| Article X | Vacancies and Transfers |
| Article XI | Illness and Disability |
| Article XII | Temporary Leaves of Absence |
| Article XIV | Payment for Credit Hours |
| Article XVI | Rights of Retiring Employees |
| Article XVII | Prorated Benefits for Part Time Employees |
| Article XX | Dues Deduction and Agency Shop / Fair Share |
| Article XXVI | Special Provisions Relating to the Position of School Instrumental Director – District Instrumental Music Teacher |
| Appendix | Lump Sum Addition |

On May 13, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Susquehanna Township, 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 on April 23, May 2, and May 14, 2013. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues.

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 expiring collective bargaining agreement.

Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and other 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 Agreement 2 created through this process.

ISSUES IN DISPUTE AND RECOMMENDATIONS

Article I Recognition

Association Position:

It is the position of the Association that the language in the Agreement which relates to the band instructor has no relevance and should be eliminated.

District Position:

The District proposes that Paragraph C of Article I, Recognition be eliminated. The basis for the proposal of the District is that the language no longer has applicability.

Recommendation:

It appears that the language found in Article I, Section C no longer has relevance and it is recommended such language be eliminated.

**Article III
Meet and Discuss Procedures**

Association Position:

The Association contends language found in the Agreement should remain unchanged.

District Position:

It is the position of the District that the meet and discuss language of the Agreement needs to be altered, so as to confirm with what is actually being done on a regular basis.

Recommendation:

I have carefully reviewed the positions of the parties regarding this item. It is my recommendation that what is being requested by the District is not unreasonable, and the District position that meetings may be requested by the representatives of either party shall be scheduled as mutually agreed by the representatives of both parties provides a good basis for doing business regarding the meet and discuss procedures. Also, the District's proposal that the representatives of the party requesting the meeting shall submit the items to be discussed at the time of the meeting request, the non-requesting party may also submit items for discussion, and all items for discussion must be submitted at least one (1) calendar week prior to the scheduled meeting seems reasonable under the circumstances and would provide the basis for efficient meet and discuss procedures.

**Article IV
Salary**

Association Position:

The Association requests that wages be increased 3.5% for each year of the Agreement. The Association also requests that paragraph F (6) of Article IV be eliminated.

District Position:

The District proposes a total compensation (salary plus healthcare plus retirement increase) equal to the yearly Act 1 Index.

Recommendation:

After carefully considering the evidence and arguments of the parties, it is my recommendation that the attached salary schedules be incorporated in the new Agreement.

**Article V
Insurance**

Association Position:

It is the position of the Association that all insurance provisions remain the same with the premium share being 7% in year one, 8% in year two and 9% in year three.

District Position:

The District proposes an increase in employee premium contribution from the current 7% of the District premium to 12% of the District's total cost for the level of coverage selected. Also, increase the employee's portion of the deductible to \$500 per individual and \$1000 per family. The District requests that an employee's spouse not be automatically covered with health insurance if such spouse is covered by health insurance from the spouse's employer. Finally, the District's position is that the traditional indemnity plan no longer be offered to employees.

Recommendation:

It is recommended that the premium share continue at 7% during each year of the Agreement, but that employees will be required to pay 50% of any increases in annual premiums. In order to help keep premiums at a lower level, the major medical deductible should be increased to \$500 and \$1000, the Wellness Program be utilized to its fullest, and prescription drug copays become what has been proposed by the District.

**Article VI
Length of Work Year**

Association Position:

The Association would accept the District's proposal in Paragraph (B), with certain changes being implemented. The Association proposes the language in Length of Work Year in Paragraph (C) remain the same.

District Position:

The District requests certain changes in the Length of the Work Year. The District proposes that with appropriate and reasonable notice to STEA, the District Office Administration may authorize on one or more non-instructional days a work day from 12:00 p.m. noon to 7:30 p.m. in lieu of the regularly scheduled work day, with reasonable time available for meals. The District asserts the language proposed is simply giving the District a reasonable opportunity to complete such scheduling. The District also proposes to eliminate language which gives the employee an opportunity to elect to work one day during the last two weeks of the summer recess in lieu of an employee's attendance at an In-service Day scheduled for November of each year.

Recommendation:

It is my recommendation that the suggestion of the District to alter Paragraph (B) with the proposed changes of the Association be implemented, but the District's proposal that Paragraph (C) be eliminated not be implemented, and paragraph C of Article VI remain in effect.

**Article VII
Length of Work Day**

Association Position:

The Association agrees with District's proposal regarding faculty meetings. Additionally, the Association proposes that the existing language be amended to allow for the same hours for every teacher work day, regardless of assignment and consistency in each building regarding preparation periods. The Association requests the language be amended to reflect the length of a class period instead of the current 40 minute time period. Regarding faculty meetings, the Association asserts the existing language be amended to allow for one faculty meeting, one hour in duration, per month. Regarding open houses, the Association requests it be changed from two per years to one per year. With respect to Teachers dismissal times for holidays, the Association requests the applicable language be amended to reflect the current practice of dismissing teachers 30 minutes after student dismissal. The Association also requests the Board Instructor language be eliminated, as it is no longer applicable. Furthermore language regarding department / grade level meetings should be eliminated as no longer applicable.

District Position:

The District seeks the work day being increased from 7 hours to 8 hours and thirty minutes. The District also requests that the language regarding faculty meeting that the District be given the opportunity to call one mandatory faculty meeting per month of not more than one hour in length, with the agenda being provided by the Principal.

The District also suggests language requiring attendance by teachers at no more than two open house programs per year. Also, the District suggests language that dismissal of the teacher shall occur as soon as bus runs are complete. Also it suggests that Paragraph E be eliminated because it is no longer applicable. Finally, the District proposes language changes to Paragraph F, which provides changes to planning and preparation methods.

The District also proposes a number of other changes to work day which would provide less procedures to be utilized.

Recommendation:

I have carefully considered all of the suggested changes made by the parties. Obviously, a number of the suggested changes have merit. It appears the entire provision of Article VII needs to be reviewed, and necessary amendments made. It is readily apparent the

parties have not had sufficient opportunity to review and consider the changes offered by both the District and Association. Therefore, it is my recommendation that the parties agree to a Joint Committee of Association and District members, which will agree upon the necessary changes within 90 days, or if unable to agree, then to submit the unresolved issues to binding arbitration.

Article IX Rights of Employees

Association Position:

The Association agrees with the District proposal regarding the IRS mileage rate, but believes no other changes as requested by the District should be made.

District Position:

The District proposes changes in this section. It proposes deleting the language of Paragraph A where teachers have the exclusive right to determine grade and other evaluations of performance of students as shown on report cards. The District believes this is necessary because of existing regulations which require necessary and required participation by administration of the District. Regarding Paragraph E, Mileage Reimbursement, the District proposes “clean up” language, which provides for the effective, approved Internal Revenue Service’s rate. Under Paragraph F, regarding schedules, the District proposes having the right to change schedules, as necessary.

Recommendation:

If in fact, the evaluation process has changed, requiring more District input and evaluation, I would recommend that the changes suggested by the District be implemented. With respect to the Internal Revenue Service mileage rate, I would recommend the language suggested by the District. As to the language regarding schedule changes, it is not uncommon, and is in fact accepted that management determines schedules, and makes necessary changes. It is therefore my recommendation that the schedule change language proposed by the District be made a part of the Agreement.

Article X Vacancies and Transfers

Association Position:

The Association agrees with the changes regarding Human Resources involvement, but the Association position is that the other changes suggested by the District should not be implemented.

District Position:

The District makes a proposal for the purpose of providing more time to fill a professional vacancy so as to avoid the necessity of having a layoff of a professional employee. The proposed language also provides for the temporary filling of vacancies and more involvement by Human Resources in the notification process.

Recommendation:

I have carefully reviewed the position of the District regarding this matter. In my opinion, the District’s position does not appear to be unreasonable, and would appear to help facilitate the filling of vacancies and transfers. I would recommend that the changes suggested by the District regarding this provision be incorporated in the Agreement.

Article XI Illness and Disability

Association Position:

The Association believes the language in question should remain unchanged.

District Position:

The District proposes changes to the Illness and Disability provisions of the Agreement. The District proposes that leaves will not be granted after employees have exhausted their available sick leave, but rather it will be necessary for the employee to petition the Board. Regarding Paragraph B, the District has requested a substantive change as to how days have not been charged against the teacher’s sick leave days, and has requested specific substantive changes before an employee can be off work.

Recommendation:

I have carefully considered the suggested changes proposed by the District. It is my recommendation the language in question remain unchanged.

**Article XII
Temporary Leaves of Absence**

Association Position:

The Association contends there is no reason to change the existing language.

District Position:

The District has proposed substantive changes in this Article for the purpose of making leaves of absence more restrictive and provide what the District suggests is a more reasonable application of the leave provisions.

Recommendation:

After carefully considering the request of the District, it is my recommendation that no changes be made in the language in question.

**Article XIV
Payment for Credit Hours**

Association Position:

The Association believes the language should remain unchanged.

District Position:

Basically, the District is requesting that before an employee be reimbursed for credit hours, that the employee provide sufficient proof of enrollment in a degree conferring graduate program that is related to the employee's original area of certification. The District also proposes that the cost per hour not include Penn State.

Recommendation:

I recommend the language remain as stated.

**Article XVI
Rights of Retiring Employees**

Association Position:

The Association believes the language in this Article should continue.

District Position:

In effect, the District proposes this Article be eliminated.

Recommendation:

It is my recommendation that there be no change in the existing language.

**Article XVII
Prorated Benefits for Part Time Employees**

Association Position:

The Association position is this language should remain unchanged.

District Position:

The District suggests a language change which takes into account the applicable provisions of the Affordable Care Act.

Recommendation:

I would recommend this applicable language be changed to reflect the reference to the Affordable Care Act.

**Article XX
Dues Deduction and Agency Shop / Fair Share**

Association Position:

The Association believes no change is necessary in this language.

District Position:

The District suggests a language change which takes into account the applicable provisions of the Affordable Care Act

Recommendation:

I believe the position of the District regarding its request for indemnification is reasonable. While the District will collect the dues, it would be appropriate to include such indemnification language requested by the District in the Agreement.

**Article XXV
Duration of Agreement**

District Position:

The District's position is that while it has no objection to a three year term, it believes the matter regarding duration of the Agreement is negotiable.

Association Position:

The Association's position is that the term of the Agreement be three years.

Recommendation:

In my considered opinion, a three year term of the Agreement would be acceptable and appropriate in this specific circumstance.

**Article XXVI
Special Provisions Relating to the Position of School Instrumental Director – District Instrumental Music Teacher**

Association Position:

The Association agrees that this inapplicable language should be eliminated.

District Position:

The District believes this language should be eliminated, as it is no longer applicable.

Recommendation:

This language, which is not applicable, should be eliminated.

**Appendix
Lump Sum Addition**

Association Position:

The Association proposes a longevity payment of \$100 per year for each year in excess of 15 years of service at the District.

District Position:

The District believes this language should be eliminated, as it is no longer applicable.

Recommendation:

I recommend that the Association proposal be incorporated in the Agreement.

SALARY SCHEDULES**2012-2013****Base Salary Schedule**

| To Max | Step | B | B+30 | M | M+15 | M+30 | M+45 | Doct. |
|--------|------|----------|----------|----------|----------|----------|----------|----------|
| 14 | 1 | \$41,480 | \$42,454 | \$43,428 | \$44,161 | \$44,895 | \$45,629 | \$46,362 |
| 13 | 2 | \$43,330 | \$44,304 | \$45,278 | \$46,012 | \$46,745 | \$47,479 | \$48,212 |
| 12 | 3 | \$45,181 | \$46,154 | \$47,128 | \$47,862 | \$48,595 | \$49,329 | \$50,063 |
| 11 | 4 | \$47,031 | \$48,005 | \$48,978 | \$49,712 | \$50,446 | \$51,179 | \$51,913 |
| 10 | 5 | \$48,881 | \$49,855 | \$50,829 | \$51,562 | \$52,296 | \$53,029 | \$53,763 |
| 9 | 6 | \$50,731 | \$51,705 | \$52,679 | \$53,413 | \$54,146 | \$54,880 | \$55,613 |
| 8 | 7 | \$52,582 | \$53,555 | \$54,529 | \$55,263 | \$55,996 | \$56,730 | \$57,464 |
| 7 | 8 | \$54,432 | \$55,406 | \$56,379 | \$57,113 | \$57,847 | \$58,580 | \$59,314 |
| 6 | 9 | \$56,282 | \$57,256 | \$58,230 | \$58,963 | \$59,697 | \$60,430 | \$61,164 |
| 5 | 10 | \$58,132 | \$59,106 | \$60,080 | \$60,813 | \$61,547 | \$62,281 | \$63,014 |
| 4 | 11 | \$59,982 | \$60,956 | \$61,930 | \$62,664 | \$63,397 | \$64,131 | \$64,865 |
| 3 | 12 | \$61,833 | \$62,807 | \$63,781 | \$64,514 | \$65,248 | \$65,981 | \$66,715 |
| 2 | 13 | \$63,683 | \$64,657 | \$65,631 | \$66,364 | \$67,098 | \$67,831 | \$68,565 |
| Top | 14 | \$66,001 | \$67,450 | \$69,106 | \$69,520 | \$70,141 | \$70,762 | \$71,383 |
| | | | \$1,449 | \$1,656 | \$414 | \$621 | \$621 | \$621 |

2013-2014

| To Max | Step | B | B+30 | M | M+15 | M+30 | M+45 | Doct. |
|--------|------|----------|----------|----------|----------|----------|----------|----------|
| 14 | 1 | \$41,889 | \$42,863 | \$43,837 | \$44,570 | \$45,304 | \$46,038 | \$46,771 |
| 13 | 2 | \$43,739 | \$44,713 | \$45,687 | \$46,421 | \$47,154 | \$47,888 | \$48,621 |
| 12 | 3 | \$45,590 | \$46,563 | \$47,537 | \$48,271 | \$49,004 | \$49,738 | \$50,472 |
| 11 | 4 | \$47,440 | \$48,414 | \$49,387 | \$50,121 | \$50,855 | \$51,588 | \$52,322 |
| 10 | 5 | \$49,290 | \$50,264 | \$51,238 | \$51,971 | \$52,705 | \$53,438 | \$54,172 |
| 9 | 6 | \$51,140 | \$52,114 | \$53,088 | \$53,822 | \$54,555 | \$55,289 | \$56,022 |
| 8 | 7 | \$52,991 | \$53,964 | \$54,938 | \$55,672 | \$56,405 | \$57,139 | \$57,873 |
| 7 | 8 | \$54,841 | \$55,815 | \$56,788 | \$57,522 | \$58,256 | \$58,989 | \$59,723 |
| 6 | 9 | \$56,691 | \$57,665 | \$58,639 | \$59,372 | \$60,106 | \$60,839 | \$61,573 |
| 5 | 10 | \$58,541 | \$59,515 | \$60,489 | \$61,222 | \$61,956 | \$62,690 | \$63,423 |
| 4 | 11 | \$60,391 | \$61,365 | \$62,339 | \$63,073 | \$63,806 | \$64,540 | \$65,274 |
| 3 | 12 | \$62,242 | \$63,216 | \$64,190 | \$64,924 | \$65,658 | \$66,391 | \$67,125 |
| 2 | 13 | \$64,092 | \$65,066 | \$66,040 | \$66,774 | \$67,508 | \$68,241 | \$68,975 |
| Top | 14 | \$66,410 | \$67,859 | \$69,515 | \$69,929 | \$70,550 | \$71,171 | \$71,792 |

2014-2015

| To Max | Step | B | B+30 | M | M+15 | M+30 | M+45 | Doct. |
|--------|------|----------|----------|----------|----------|----------|----------|----------|
| 14 | 1 | \$42,441 | \$43,415 | \$44,389 | \$45,122 | \$45,856 | \$46,590 | \$47,323 |
| 13 | 2 | \$44,291 | \$45,265 | \$46,239 | \$46,973 | \$47,706 | \$48,440 | \$49,173 |
| 12 | 3 | \$46,142 | \$47,115 | \$48,089 | \$48,823 | \$49,556 | \$50,290 | \$51,024 |
| 11 | 4 | \$47,992 | \$48,966 | \$49,939 | \$50,673 | \$51,407 | \$52,140 | \$52,874 |
| 10 | 5 | \$49,842 | \$50,816 | \$51,790 | \$52,523 | \$53,257 | \$53,990 | \$54,724 |
| 9 | 6 | \$51,692 | \$52,666 | \$53,640 | \$54,374 | \$55,107 | \$55,841 | \$56,574 |
| 8 | 7 | \$53,543 | \$54,516 | \$55,490 | \$56,224 | \$56,957 | \$57,691 | \$58,425 |
| 7 | 8 | \$55,393 | \$56,367 | \$57,340 | \$58,074 | \$58,808 | \$59,541 | \$60,275 |
| 6 | 9 | \$57,243 | \$58,217 | \$59,191 | \$59,924 | \$60,658 | \$61,391 | \$62,125 |
| 5 | 10 | \$59,093 | \$60,067 | \$61,041 | \$61,774 | \$62,508 | \$63,242 | \$63,975 |
| 4 | 11 | \$60,943 | \$61,917 | \$62,891 | \$63,625 | \$64,358 | \$65,092 | \$65,826 |
| 3 | 12 | \$62,794 | \$63,768 | \$66,592 | \$66,623 | \$67,246 | \$67,869 | \$68,492 |
| 2 | 13 | \$64,878 | \$66,089 | \$68,329 | \$68,552 | \$69,174 | \$69,796 | \$70,418 |
| Top | 14 | \$66,962 | \$68,411 | \$70,067 | \$70,481 | \$71,102 | \$71,723 | \$72,344 |

2015-2016

| To Max | Step | B | B+30 | M | M+15 | M+30 | M+45 | Doct. |
|--------|------|----------|----------|----------|----------|----------|----------|----------|
| 14 | 1 | \$42,990 | \$43,964 | \$44,938 | \$45,671 | \$46,405 | \$47,139 | \$47,872 |
| 13 | 2 | \$44,840 | \$45,814 | \$46,788 | \$47,522 | \$48,255 | \$48,989 | \$49,722 |
| 12 | 3 | \$46,691 | \$47,664 | \$48,638 | \$49,372 | \$50,105 | \$50,839 | \$51,573 |
| 11 | 4 | \$48,541 | \$49,515 | \$50,488 | \$51,222 | \$51,956 | \$52,689 | \$53,423 |
| 10 | 5 | \$50,391 | \$51,365 | \$52,339 | \$53,072 | \$53,806 | \$54,539 | \$55,273 |
| 9 | 6 | \$52,241 | \$53,215 | \$54,189 | \$54,923 | \$55,656 | \$56,390 | \$57,123 |
| 8 | 7 | \$54,092 | \$55,065 | \$56,039 | \$56,773 | \$57,506 | \$58,240 | \$58,974 |
| 7 | 8 | \$55,942 | \$56,916 | \$57,889 | \$58,623 | \$59,357 | \$60,090 | \$60,824 |
| 6 | 9 | \$57,792 | \$58,766 | \$59,740 | \$60,473 | \$61,207 | \$61,940 | \$62,674 |
| 5 | 10 | \$59,642 | \$60,616 | \$61,590 | \$62,323 | \$63,057 | \$63,791 | \$64,524 |
| 4 | 11 | \$61,492 | \$62,466 | \$63,440 | \$64,174 | \$64,907 | \$65,641 | \$66,375 |
| 3 | 12 | \$63,343 | \$64,317 | \$67,141 | \$67,172 | \$67,795 | \$68,418 | \$69,041 |
| 2 | 13 | \$65,427 | \$66,638 | \$68,878 | \$69,101 | \$69,723 | \$70,345 | \$70,967 |
| Top | 14 | \$67,511 | \$68,960 | \$70,616 | \$71,030 | \$71,651 | \$72,272 | \$72,893 |

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.

William J. Miller, Jr.
Fact-Finder
Ligonier, Pennsylvania

Issued: May 20, 2013