

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF THE FACT FINDING BETWEEN

NESHAMINY EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION,
PSEA/NEA

and

NESHAMINY SCHOOL DISTRICT

:
:
:
:
:
:
:

**FACT FINDING REPORT
CASE NO. ACT 88-14-21-E**

HEARING: July 1, 2014
Langhorne, PA

FACT FINDER: John M. Skonier, Esq.

APPEARANCES: **FOR THE DISTRICT:**
Ellis H. Katz, Esq.
District Labor Counsel

FOR THE ASSOCIATION:
Kelley M. Clouser, Esq.
PSEA UniServ Representative

Procedural History

Pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act, Act 195 of 1970 (PERA), notice was received by the Pennsylvania Labor Relations Board (PLRB) from the Bureau of Mediation that no agreement had been reached between the Neshaminy Educational Support Personnel Association, PSEA-NEA (hereinafter Association) and the Neshaminy School District (hereinafter District). By letter dated June 17, 2014, the PLRB appointed the undersigned to act as a fact finder, vested with the authority set forth above. Subsequent to such notice, the parties were duly notified and a hearing was held on July 1, 2014, in Langhorne, Pennsylvania; at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses, and introduce documentary evidence in support of their respective positions. The matter is now ready for issuance of the subject Report.

During the hearing in this matter, the District provided information that it has sought Request for Proposals (“RFPs”) from outside contractors for bids on a large segment of the work of this bargaining unit and noted that it can save significant money should it outsource various components of the work of this bargaining unit. However, the proposals that the District submitted to Fact Finding retained all bargaining unit positions. In exchange for the retention of these positions, the District is seeking changes in the collective bargaining agreement that, even in today’s difficult financial climate for school districts, I view as dramatic and beyond what I believe, after a review of the record before me, are necessary. While I can appreciate the allure of outsourcing and the District’s desire to match all the savings it would garner if it agreed not to outsource, *i.e.*, drastic changes to the collective bargaining agreement, I cannot conclude that either of these extremes is warranted. Neshaminy is not a district in immediate financial distress. Further, as noted by the Association during the hearing, there are dangers to consider when outsourcing, including a negative effect on the community. It pointed to the problems experienced by Quakertown School District after its recent outsourcing of its custodial staff, and the total dependency on the contractor experienced by those districts who have outsourced their transportation. Therefore, I can not recommend either outsourcing all the components of the bargaining unit as addressed in the RFPs or implementing all of the changes to the contract sought by the District in order to retain all bargaining unit positions. However, I do see the need for changes in the contract as this District moves forward in a time of limited and diminished resources. I believe the changes I am recommending strike a fair balance between the District’s need for short term and long term financial relief and the Association’s appropriate desire to retain a contract that provides contractual protections and maintains fair financial components.

I further note that the Association has, in the past, made many adjustments to its contract to address the District’s financial concerns and it should not be penalized for its willingness to work with the District in the past by a substantial diminution of its contractual bargained for rights now. There must be recognition of this bargaining unit’s efforts in the past. Make no mistake, with this report the Association is being asked again to make further adjustments. The changes I recommend should meet the needs of both parties without significant layoffs or disruption (labor unrest and litigation) that could

ensue should this matter not be resolved.

The instant impasse involves unresolved issues with various sub-issues. This Report contains "recommendations" for these issues which constitute the settlement proposal upon which the parties are now required to act, as directed by statute and the regulations of the PLRB. Pursuant to statutory authority, this Report will be released to the public if not accepted. A vote to accept the Report does not constitute agreement with or endorsement of the rationales, but rather represents only an agreement to resolve the issues by adopting the recommendations. The parties are directed to review the Report and, **within ten days of its issuance**, notify the PLRB of their decision to accept or reject the recommendations.

RECOMMENDATIONS

PURPOSE AND SCOPE (Article I, § 1-4, Merger Clause and Past Practice)

The District had gone through protracted negotiations with the teachers in the District before reaching a collective bargaining agreement. In those negotiations, past practices were a contentious issue. The record before the undersigned, however, does not reveal any problems or acrimony between the District and this bargaining unit regarding past practices. The record does reveal how, in some instances, past practices have provided a mutual benefit to the parties in clarifying various provisions and procedures. In light of the fact that recognition of past practices in a collective bargaining relationship may facilitate more harmonious relations between the parties in administering the contract, no change will be recommended on this issue.

Recommendation:

No change.

PURPOSE AND SCOPE (Article I, § 1-6 and § 1-6.1)

This modification incorporates a prior Memorandum of Understanding into the contract, while modifying it to allow the District to contract out specific part-time job positions.

Recommendation: Modify § 1-6, as follows:

1-6 Effective with the ratification of this agreement, the District shall have the immediate right to contract out, without further bargaining, the following job positions, as set forth in Appendix A of the current collective bargaining agreement (all of which, are part-time positions and work the least amount of hours) and as listed below, if they choose to fill those positions:

- A-8 Dining Room Aides
- A-9 Playground Aides
- M19 Cleaners

1-6.1 It is understood that it is not the intent of this Section to prohibit the District from continuing various outsourcing practices that it has utilized in the past. It is further understood that the language of Section 1-6, once the Collective Bargaining Agreement expires, does not supersede any rights the District or the Association may have concerning subcontracting after the Collective Bargaining Agreement has expired.

RECOGNITION (Article II)

As stated above, the District is trying to make the work force more economically efficient and seeks to establish a uniform definition (6 hours or more per day) for full time status rather than the current two-tier system. The impact of this proposal is that 42 Instructional Aides and 13 Non-Instructional Aides who are now considered full time and eligible for medical benefits would have their hours reduced and would no longer be eligible for

medical benefits. The District has shown that there is no need for Aides to work six hours per day as the student day is less than six hours. By reducing the hours of the Instructional and Non-Instructional Aides to 5.5 hours combined with the requirement of 6 hours or more per day for a minimum of 3 consecutive months, a substantial savings of over \$600,000.00 would be attained.

This change will result in that group of Aides not receiving health care benefits from the District. In view of this change and its impact on that group of employees, this provision shall not be implemented until the start of the third year of the collective bargaining agreement.

In view of the above, the following recommendation shall be made.

Recommendation:

2-2.1 Effective at the start of the third year of this contract, a full-time employee is defined as a regular employee who is assigned to work six (6) hours or more per day for a period of not less than three (3) consecutive months or its equivalent in consecutive hours of service. It is understood that all Instructional and Non-Instructional Aides shall work no more than 5.5 hours per day.

RECOGNITION (Article II, § 2-2.5)

Recommendation:

No change is recommended in this section of the Recognition Provision.

FOOD SERVICE

During the term of this Agreement, the parties agree that the District reserves the right to subcontract the operation of its food service program to a third party, subject to the discharge of its bargaining obligation to the Association. Such bargaining shall not exceed ninety (90) days, absent mutual agreement to extend the time period within which to bargain. The District agrees not to exercise its right to subcontract food service under this section until no sooner than July 1, 2016. Thereafter, it retains its right relative to subcontracting food service as set forth in this section, if there have not been acceptable cost savings, as determined by the District.

GRIEVANCE PROCEDURE (Article VI, § 6-1.5)

There was a common understanding by the parties that they wished to specify the Pennsylvania Bureau of Mediation as the source for panels of arbitrators when selecting an arbitrator for grievance arbitration.

Recommendation:

6-1.5 If the grievance has not been resolved by the Superintendent, the Association may submit the grievance to arbitration within ten (10) working days from the date of the Superintendent's decision. The arbitrator will be selected from a panel of arbitrators provided by the Bureau of Mediation in accordance with its Rules, which will likewise govern the arbitration proceeding. The District and the Association will not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party in the grievance procedure. The arbitrator will have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before the arbitrator, but will not have the authority to amend or modify this Agreement, or to make a determination in areas which are subject to the negotiations or affect the taxing power of the Board or its responsibility for public funds, nor make determination on matters that must be adjudicated under a method of review prescribed by law. Both parties agree to be bound by the award of the arbitrator.

WAGES AND BENEFITS OF EMPLOYMENT (Article VII, § 7-1)

Recommendation:

7-1 Wages. The wage schedule will apply to employees actively employed by the District as of July 1, 2014, for the remaining years of this Agreement. See Appendix A.

The pay rates established in Appendix A are based upon the following: no increase in 2014-2015; 1.9% increase in 2015-2016; 1.9% increase in 2016-2017; 2.25% increase in 2017-2018, on an across-the-board basis.

WAGES AND BENEFITS OF EMPLOYMENT (Article VII)

To conform to the recommendations, those employees currently holding the "New Hire" designation from the prior contract, shall be designated the "Pre-Ratification New Hire Employees" and be afforded the opportunity to join the Grandfathered wage schedule, therefore, modification to § 7-2 is required.

Recommendation:

Amend § 7-2 as follows:

7-2 Three-Tier Wage and Benefits. Employees who began their employment on or between the date of July 1, 1993 and the ratification date of this agreement ("Pre-Ratification New Hire Employees") shall be paid in accord with the Pre-Ratification New Hire Employees Wage Schedule in Appendix A for their first four (4) full years of active employment. Commencing on the first day of their fifth year of employment, Pre-Ratification New Hire Employees shall be paid in accord with the Grandfathered Employees Wage Schedule in Appendix A.

A new employee hired on the ratification date of this agreement or thereafter will be referred to as a "Post-Ratification New Hire Employee". These bargaining unit employees will remain on the Post-Ratification New Hire Employee Wage Schedule for the duration of their career. This varies from the current model of Pre-Ratification New Hire Employees shifting to the grandfathered scale during their 5th year of employment.

Part-time and full-time Pre- and Post Ratification New Hire Employees shall receive medical-surgical and major medical insurance on the same basis as Grandfathered employees actively employed. For the first four (4) full years of employment, part-time and full-time Pre- and Post-Ratification New Hire Employees shall receive seventy-five percent (75%) of applicable benefits such as the sick leave, vacation, holidays, dental, disability, and life and vision insurance, as is received by similarly situated "Grandfathered" employees. Commencing on the first day of his/her fifth year of employment, all Pre- and Post-Ratification New Hire Employee shall receive applicable benefits vacation, holidays, sick leave, dental, disability, life and vision insurance on the same basis as all other Grandfathered employees.

WAGES AND BENEFITS OF EMPLOYMENT (Article VII, § 7-15)

Both parties have proposed the requirement that direct deposit be mandatory for all bargaining unit members.

Recommendation:

7-15 Pay Practice. Employees will be paid on a bi-weekly basis. Time card employees will experience a two (2) week pay holdback. Direct deposit shall be mandatory for all bargaining unit members.

WAGES AND BENEFITS OF EMPLOYMENT (Article VII, § 7-11.2)

While the record reveals that there is not a lot of overtime worked, there will be some savings if overtime is limited to forty hours.

Recommendation:

7-11.2 Hourly Threshold. Time worked in excess of 40 hours will be paid at the rate of one and one-half (1½) times the straight time hourly rate of pay. One and one-half (1½) times the rate of the straight time rate of pay will be paid to full-time employees who work on Saturday. One and one-half (1½) times the rate of straight time rate of pay will be paid to full-time employees who work on Sunday, except in instances when the District receives rental fees in connection with the Sunday overtime and in such case, the overtime shall be double the rate of straight time pay. (For work during holidays, see Section 7-21.11.)

WAGES AND BENEFITS OF EMPLOYMENT (Article VII, § 7-16)

The current language permits bargaining unit members to receive full compensation, *i.e.*, Workers' Compensation plus sick leave, with no deduction from the bargaining unit member's accumulated sick days. The recommendation will allow bargaining unit members to receive one-third (⅓) sick day in addition to any Workers' Compensation benefits he/she may receive and deduct the one-third (⅓) day from the employee's accumulated sick days.

Recommendation:

7-16 Compensation in Case of Work Connected Injury or Disease. Any employee who is absent as a result of occupational injury or disease sustained in the performance of his/her duties will receive full compensation during the absence within the limits of the individual's remaining accrued sick leave by using one-third of a sick day. Medical expenses will be reimbursed by the Board within the limits defined in the Worker's Compensation and Occupational Disease Laws of Pennsylvania, as amended. During the period in which the employee receives full pay, his/her pay will be computed by adding to the compensation benefit prescribed by law, the difference between the compensation benefit and the individual's normal pay.

The employee shall have the option of either accepting their Worker's Compensation check or, they can accept their Worker's Compensation check and utilize one-third (⅓) of a sick day which shall be deducted from their accrued sick leave.

WAGES AND BENEFITS OF EMPLOYMENT (Article VII, § 7-18)

Recommendation:

Sections 7-18.1 and 7-18.2 shall be combined into one section, **Section 7-18**, which shall read as follows:

7-18 When required to serve as juror, witness or litigant in civil or criminal court proceedings, an employee will notify his supervisor immediately upon receipt of official notice. There shall be no loss in pay or a requirement for employees to use paid leave for District business or jury duty. Should the employee be subpoenaed for other reasons, the employee shall have the option to utilize available personal leave or vacation days or be granted a day without pay.

WAGES AND BENEFITS OF EMPLOYMENT (Article VII)

This benefit was provided only to Food Service employees. No other bargaining unit employee receives this benefit.

Recommendation: Delete as follows:

~~7-19.2 Whenever a Food Service employee is absent because of the death of some other relative or close friend, there will be no deduction in salary for absence on the day of the funeral.~~

WAGES AND BENEFITS OF EMPLOYMENT (Article VII, § 7-20)

The elimination of longevity will result in a savings to the District of \$109,500.

Recommendation:

Delete § 7-20.

WAGES AND BENEFITS OF EMPLOYMENT (Article VII)

As both parties have proposed this change and it does produce a substantial savings for the District, it shall be recommended.

Recommendation:

Amend the following provisions to remove the phrase, "Day after Thanksgiving", as follows:

7.21 Holidays

7-21.1 All full-time maintenance, custodial, aides and secretarial staff will be given holidays, specifically: Day of New Year's Eve, New Year's Day, Day of Winter Recess, Thursday before Easter, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and the Day after Christmas, should the holiday fall during the period of their employment. Full time transportation employees shall receive all the foregoing holidays except Veterans' Day, Thursday before Easter and Independence Day. In addition, transportation employees shall receive the second and third day after Christmas as holidays. All full-time employees will be granted a Personal Holiday in addition to the holidays specified herein.

7-21.2 All full-time Pre- and Post- Ratification New Hire Employees with a starting date of July 1, 1993, or thereafter, will be given holidays, specifically: Day of New Year's Eve, New Year's Day, Day of Winter Recess, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

7-21.3 All food service employees who have been on the active payroll at the end of September of each school year will be eligible for five (5) holidays as set forth in the following schedule:

- | | |
|---------------------|-----------------------|
| Veterans' Day | Day of New Year's Eve |
| Christmas Day | New Year's Day |
| Day after Christmas | |

7-21.4 All food service Pre- and Post- Ratification New Hire Employees who have been on the active payroll at

the end of September of each school year will be eligible for four (4) holidays as set forth in the following schedule:

Christmas Day	Day of New Year's Eve
Day after Christmas	New Year's Day

7-21.5 All part-time maintenance, custodial, aides and secretarial staff will be given holidays, specifically: Day of New Year's Eve, New Year's Day, Day of Winter Recess, Good Friday, Veteran's Day, Thanksgiving, Christmas Day, and Day after Christmas, should the holiday fall during the period of their employment. Part-time transportation employees shall receive all of the foregoing holidays except Veteran's Day. Additionally, part-time transportation workers shall receive the day of winter recess and the second day after Christmas as a holiday. In addition, all part-time bus drivers, secretarial, twelve (12) month maintenance/ custodial staff, and those part-time staff working one position of five (5) hours or more per day and not presently receiving one personal holiday day, will be granted a personal holiday.

7-21.6 All part-time Pre- and Post- Ratification New Hire Employees will be given holidays, specifically: Day of New Year's Eve, New Year's Day, Day of Winter Recess, Good Friday, Thanksgiving Day, and Christmas Day.

WAGES AND BENEFITS OF EMPLOYMENT (Article VII, § 7-22.7)

The current language provides employees who work less than twelve months with vacation time. It is unusual for a CBA to provide such a benefit. Thirteen bargaining unit members will be impacted by this proposal (eight 10-month secretaries and five 10.5 month secretaries).

Recommendation:

Eliminate this provision for all Post-Ratification New Hires or anyone who transfers into a 10, 10½, or 11-month position after ratification of this agreement. For incumbent 10, 10½ and 11-month employees at the time of ratification of this agreement, vacation earning rates are to be frozen at the 2013-14 status.

Eligible employees will be permitted to use their vacation entitlement at their own discretion provided that prior approval has been obtained from their immediate supervisor and provided it is consistent with the terms of this section. Employees with 10, 10½, and 11-month commitments must take their vacation within the current term of their employment commitment. Vacation for these employees may not be accrued from school year to school year.

Employees being assigned from a 10-month to a 12-month position effective at the start of a school year may carry over vacation days accumulated during their last year as a 10-month employee into their first year as a 12-month employee.

Those employees mentioned above may request to borrow earned vacation days if no other days are available.

INSURANCE BENEFITS (Article VIII, § 8-1)

If no change is made, the District is expecting an 11.13% increase from the \$3,160,284 it will spend this year for health care insurance. The recommended changes, in tandem with the reduction of Aides to part time making them ineligible for benefits, will save the District \$1,389,057. The record reveals that these changes are similar to changes recently agreed to in the Pennsbury School District.

The insurance provisions which follow that specify "Employee Only" shall be effective on January 1, 2015.

Recommendation:

8-1 Medical-surgical Insurance.

The District agrees to pay the premium cost less the employee contributions provided below for full time Employees only who elect such coverage in the plans offered by the consortium. As of the date of the signing of this Agreement, those plans are as follows:

Personal Choice 20/30/70	with a 17% employee premium share
Personal Choice 10/20/70	with a 17% employee premium share
Keystone POS 15	with a 12% employee premium share

Bargaining unit members who are eligible for employee-only coverage may purchase dependent coverage provided they contribute thirty percent (30%) of the difference between the District's contribution toward employee-only coverage and the dependent coverage they select.

The District will provide coverage only for those hospital/medical/surgical bills specifically covered by the plans set forth in this agreement. The above-noted employee premium share shall be withheld on a twice-monthly basis and will be processed through a premium only Section 125 Plan. For those bargaining unit members who work less than twelve (12) months, the premium share will be divided equally over twenty-two (22) pays.

The District and the Association have authorized the District to participate in the Bucks and Montgomery County Schools Health Care Consortium (the "Consortium") for purposes of providing medical and prescription benefits. In addition, at the time when the Consortium provides dental and vision benefits, the District is authorized to participate in the dental and vision benefits as well. However, it is understood that this does not obligate the District to provide any more benefits than those set forth in the parties' collective bargaining agreement.

The parties recognize and agree that the individual benefits, benefit limits and benefit co-pays set forth in the preferred plans may be changed by the Trustees of the Consortium during the course of this Agreement. Should the District determine to withdraw from the Consortium, the District shall maintain medical, prescription, vision and/or dental coverage equivalent to that provided by the Consortium at the time of the District's withdrawal.

INSURANCE BENEFITS (Article VIII, § 8-2)

This proposal eliminates the difference between food service employees and the remainder of the bargaining unit and conforms the language to reflect the requirements for coverage set forth in the proposal concerning Section 8-1.

Recommendation:

8-2 Health Insurance - Full-Time Employees. Full-Time employees who are regularly scheduled to work thirty (30) or more hours per week for at least one hundred eighty-five (185) days per year shall be entitled to individual health insurance coverage at District expense, less any employee premium contribution. Part-time employees working less than thirty (30) hours per week shall receive no insurance benefits of any kind.

INSURANCE BENEFITS (Article VIII, § 8-3)

The District proposed to remove language within this provision which it considered obsolete. The Association did not agree. The language at issue does not appear consequential, but, as there is no agreement, the recommendation will be "No Change."

Recommendation:

No change to existing language of § 8-3.

INSURANCE BENEFITS (Article VIII, § 8-4)

The District asks that this section be amended to conform with changes made in Section 8-1.

Recommendation:

Modify § 8-4 as follows:

8-4 Dental Plan. The District will pay the premium less a twelve percent (12%) employee premium share for the full-time employees and their dependents' participation in a basic Dental Plan with the Periodontic (seventy-five percent [75%] UCR) and Orthodontic Rider comparable to the basic plan currently offered by the Association Hospital Service of Philadelphia. The coverage will also include oral surgery, crowns, inlays, etc. The above-noted employee premium share shall be withheld on a twice-monthly basis and will be processed through a premium only Section 125 Plan. For those bargaining unit members who work less than twelve (12) months, the premium share will be divided equally over twenty-two (22) pays.

Bargaining unit members who are eligible for employee-only coverage may purchase dependent coverage provided they contribute thirty percent (30%) of the difference between the District's contribution toward employee-only coverage and the dependent coverage they select.

INSURANCE BENEFITS (Article VIII, § 8-6.1)

The District proposes to delete language no longer needed as a result of an arbitration decision between the parties. The Association has agreed to delete this reference by its proposal concerning Section 8.9.5.

Recommendation:

Make the following modification:

8-6 Life Insurance

8-6.1 The District will provide each full-time employee with a group term life insurance policy at no cost to the employee. The amount of such insurance will be equivalent to twice the basic annual salary of the employee rounded to the nearest thousand dollars, but in no instance will be less than Ten Thousand Dollars (\$10,000).

All full-time employees may purchase additional life insurance under a group plan selected by the District.

INSURANCE BENEFITS (Article VIII, § 8-7)

This proposal conforms this Section to the proposed changes set forth in Section 8-1.

Recommendation:

8-7 Vision Care Plan. The District will pay the premium less a twelve percent (12%) employee premium share for the full-time employees coverage only in Managed Vision Care Option II or comparable plan with a \$20.00 co-pay. The above-noted employee premium share shall be withheld on a twice-monthly basis and will be

processed through a premium only Section 125 Plan. For those bargaining unit members who work less than twelve (12) months, the premium share will be divided equally over twenty-two (22) pays.

Bargaining unit members who are eligible for employee-only coverage may purchase dependent coverage provided they contribute thirty percent (30%) of the difference between the District's contribution toward employee-only coverage and the dependent coverage they select.

INSURANCE BENEFITS (Article VIII, § 8-8)

The District has proposed changes to this provision which includes language which would conform this Section to the proposed changes set forth in Section 8-1. The Association proposed the inclusion of mandatory maintenance drugs mail order at a ninety (90) day copay of \$10/\$60/\$100.

Recommendation:

Modify § 8-8 as follows:

8-8 Prescription Plan. The District will pay the premium less a sixteen percent (16%) employee premium share for the eligible full-time employee's subscription under a Prescription Drug Program subject to a \$5 deductible for generic formulary drugs, a \$30 deductible for brand formulary drugs and a \$50 deductible for non-formulary brand drugs. The above-noted employee premium share shall be withheld on a twice-monthly basis and will be processed through a premium only Section 125 Plan. For those bargaining unit members who work less than twelve (12) months, the premium share will be divided equally over twenty-two (22) pays. The Plan shall include mandatory maintenance drugs mail order at a ninety (90) day copay of \$10/\$60/\$100.

Bargaining unit members who are eligible for employee-only coverage may purchase dependent coverage provided they contribute thirty percent (30%) of the difference between the District's contribution toward employee-only coverage and the dependent coverage they select.

INSURANCE BENEFITS (Article VIII, § 8-8.1)

The opt-out payment is a benefit which provides little benefit to employers.

Recommendation:

Delete § 8-8.1, Medical Opt-Out.

INSURANCE BENEFITS (Article VIII, § 8-8.2)

If there are two spouses both employed by the District, they will both be eligible for single coverage or, if applicable, one single coverage plan and one parent child/children plan.

Recommendation:

Delete § 8-8.2.

INSURANCE BENEFITS (Article VIII)

This proposal simply deletes obsolete language as noted in Section 8-9.5. Any bargaining unit member who retired prior to July 1, 2011, under the terms of the current CBA continues to receive the appropriate benefits. Nothing about this proposal is intended to change that fact.

Recommendation:

Delete as follows:

~~8-9 — Insurance (Retiring Employees)~~

~~8-9.1 — Retiring employees who do not meet the criteria in 8-9.3 below will have the option of remaining in a group medical surgical plan at their own expense. Payment for such participation must be in advance. Single prescription coverage will be provided to support staff who retire on or after July 1, 1998 until age sixty five (65). The retiree will have the option to purchase at District cost the family prescription plan. Arrangements can be made through the Office of Human Resources.~~

~~8-9.2 — The District agrees to provide single coverage health care benefits for retirees from age sixty two (62) until sixty five (65). The Employee must have worked for the District for a minimum of ten (10) years. The Employee is able to buy dependent coverage at District cost.~~

~~8-9.3 — Eligible retirees will receive the same hospitalization/medical/surgical, prescription, dental and vision coverage as active staff based upon the following eligibility: Staff member must retire under PSERS with at least thirty five (35) years of service at any age, or thirty (30) years of service at age sixty (60), or fifteen (15) years of service at age sixty two (62). Such coverage will terminate when the employee reaches Medicare age. Eligible retirees will be required to pay the same percent of premium as an active employee contribution to be paid to the District monthly depending on the plan chosen.~~

~~8-9.4 — Retiring employees will be provided with pre-retirement counseling by the Office of Human Resources.~~

~~8-9.5 — The retiree benefits provided for in Sections 8-9.1, 8-9.2 and 8-9.3 above will be eliminated effective July 1, 2011 so that no employee who retires after that date will receive any retiree benefits except for the severance pay provided for in Section 7-17.1. Post-retirement life insurance as noted in Section 8-6.1 for those eligible retirees shall be determined as to whether it is included in this Agreement or deleted from this Agreement by and through a binding arbitration process consistent with Act 195. The arbitration decision shall be attached and included as if fully referenced into the Collective Bargaining Agreement.~~

INSURANCE BENEFITS (Article VIII)

This collective bargaining agreement is being negotiated during a time in which, aside from other financial constraints, the financial impact of the Patient Protection and Affordability Care Act (“ACA”) is not entirely clear. The potential tax from the ACA, (a/k/a, the “Cadillac tax”) is scheduled to be applicable January, 2018. The recommended language affords protection in the contract now by allowing the parties to make the proposed changes when necessary.

Based upon current projections, the premiums for current plans offered through the joint consortium will all exceed the ACA threshold, thereby exposing the District to a tax. Language to deal with this contingency would be prudent at the very least.

In view of this, a fair procedure for resolving these issues will be recommended.

Recommendation:

Include the following Section into the collective bargaining agreement:

8-14 Patient Protection and Affordability Care Act. If at any time during this agreement the premium for any plan exceeds the threshold amount as stated in the Patient Protection and Affordability Care Act (or as stated in any applicable federal or state legislation enacted hereinafter) so as to subject such a plan to a tax (a/k/a “the Cadillac Tax”), the following process shall be followed:

- a. The District shall notify the Association that it has determined that a significant increase in health care costs has developed due to the imposition of a tax or fee for one of the reasons noted above and what it intends to do to eliminate those increases.
- b. In the absence of mutual agreement on how the issue will be addressed within thirty (30) calendar days after the District provides the information required by Section a. above, a disagreement will be deemed to exist. Either party may then request binding arbitration by notifying the other within ten (10) days of the disagreement date. A request to the Pennsylvania Bureau of Mediation for a list of arbitrators will be made by the notifying party immediately thereafter and an arbitrator will be selected from the list. The arbitration concerning this issue will proceed as follows:
 1. Within ten (10) calendar days of the receipt of the request to arbitrate, each party shall submit to the other its proposal for addressing the issue, on the basis of a “last best final offer”.
 2. The selected arbitrator shall be required to conduct a hearing within 30 days, or as soon as practicable thereafter, and then shall be required to choose either the Association’s proposal or the District’s proposal. The proposal selected by the arbitrator shall become a part of the Agreement and will supercede any affected provisions of the Agreement.

OTHER WORKING CONDITIONS (Article IX, § 9-4)

The parties have each proposed the recommended change to this provision.

Recommendation:

Amend Article IX, Section 9-4 as follows:

9-4 Physical Examinations. Employees who are required to secure a medical examination from a physician of the Board’s choosing will suffer no loss of pay and will be reimbursed all costs of securing such examination. This provision applies to post-employment physical examinations and tests.

OTHER WORKING CONDITIONS (Article IX, § 9-5.1)

Recommendation:

Modify as follows:

9-5 Position Postings – Transfers.

9-5.1 The District will post online and in each building a memorandum of all vacancies and/or newly created positions. A vacancy is a permanently unoccupied job assignment. The District will also post all long-term substitute vacancies that result from Board-approved extended leaves. The posting will be made not less than five (5) days prior to the published deadline for submitting applications and will include general details of the position. Copies of all such postings will be sent to the Association. Applications must be filled out online. The District will provide access to a computer for that purpose.

OTHER WORKING CONDITIONS (Article IX, § 9-6.4)

The current language prevents any economic advantage if it eliminates a position since it is obligated to maintain an employee's current salary even if the employee is placed in a lower-paying position.

Recommendation:

Modify § 9-6.4 as follows:

9-6.4 Job Elimination. When a position covered by this Agreement is eliminated, the District will endeavor to reassign the employee affected to another position of equal status. If this is not possible and the employee is placed in a position of lesser status, then the employee will be paid at the rate for the new classification.

LEAVE OF ABSENCE (Article X, § 10-5.4)

This proposal seeks to eliminate a rather generous benefit that provides medical coverage for bargaining unit members on an unpaid leave of absence in accordance with the schedule noted. Considering the cost of health insurance, there is no justification for this benefit.

It should be noted that the District does not seek to eliminate the benefit set forth in Section 10.5-1 which provides medical coverage for the first three months of absence.

Recommendation: Modify as follows:

10-5.4 Insurance – Other Benefits While on Leave (Full-Time Only)

a. Vacation, holiday pay, retirement, seniority and other accrued benefits of the employee will not be credited during the leave granted under the terms of this section, except as provided under § 10-6.

b. **Long-Term Disability Insurance:** Premiums are usually waived by the insurer for the term of extended illness within the limits provided in the policy.

SICK LEAVE BANK

The Association proposes a sick leave bank.

Recommendation:

Establish a Sick Leave Bank, with the parties to agree on the terms and conditions of the Sick Leave Bank.

TRANSPORTATION

Recommendation:

The 75% downtime provision shall be used for all departments/trips.

DURATION OF AGREEMENT (Article XIV, § 14-1)

The District proposes a 3-year contract and the Association proposes a 5-year contract.

Recommendation:

14-1 The Agreement will be effective as of July 1, 2014 and will continue in full force and effect up to and including June 30, 2018.

WAGE SCHEDULES

The wage appendix (Appendix A) is divided into three broad categories: Grandfathered Employees, Pre-Ratification New Hire Employees, and Post-Ratification New Hire Employees, as set forth in § 7-2.

Those bargaining unit members in the Grandfathered Employees category will receive whatever is negotiated moving forward. Those bargaining unit members in the Pre-Ratification New Hire Employees category will move into the Grandfathered Employees category on the first day of their 5th year, as has been the case. Ultimately, this category will disappear, as the employees move into the Grandfathered Employee category.

The Post-Ratification New Hire bargaining unit employees will remain on the Post-Ratification New Hire Employee tier for their career.

Recommendation:

Replace the current Appendix A with the following Appendix A.

APPENDIX A

GRANDFATHERED EMPLOYEES - HOURLY RATES

		2014-15	2015-16	2016-17	2017-18
AIDES					
A1	Bus	\$17.24	\$17.57	\$17.90	\$18.30
A2	Building	\$18.96	\$19.32	\$19.69	\$20.13
A3	Library	\$19.50	\$19.87	\$20.25	\$20.70
A4	Clerical	\$21.16	\$21.56	\$21.97	\$22.47
A5	Inst.Asst/Sp.Ed.	\$21.36	\$21.77	\$22.18	\$22.68
A6	Inst.Asst/Fed.	\$21.36	\$21.77	\$22.18	\$22.68
A8	Dining Room	\$18.55	\$18.90	\$19.26	\$19.69
A9	Playground	\$18.55	\$18.90	\$19.26	\$19.69
A10	Home Economics	\$21.36	\$21.77	\$22.18	\$22.68
A11	Suspension Room	\$21.36	\$21.77	\$22.18	\$22.68
A12	Writing Lab	\$19.50	\$19.87	\$20.25	\$20.70
A13	Health	\$28.47	\$29.01	\$29.56	\$30.23
A14	Bldg./Security	\$21.36	\$21.77	\$22.18	\$22.68
SKILLED TRADES					
M3	Helper/Maint.	\$23.35	\$23.79	\$24.25	\$24.79
M4	Helper/Trans.	\$23.35	\$23.79	\$24.25	\$24.79
M10	Painter	\$23.38	\$23.82	\$24.28	\$24.82
M11	M/M-Audio Vis.	\$27.68	\$28.21	\$28.74	\$29.39
M12	M/M-Carpenter	\$27.68	\$28.21	\$28.74	\$29.39
M13	M/M-Electrician	\$27.68	\$28.21	\$28.74	\$29.39
M14	M/M-HVAC	\$27.68	\$28.21	\$28.74	\$29.39
M15	M/M-Plumbing	\$27.68	\$28.21	\$28.74	\$29.39
M16	M/M-Refrig.	\$27.68	\$28.21	\$28.74	\$29.39
M17	M/M-Sp. Project	\$27.68	\$28.21	\$28.74	\$29.39
M18	Mechanic/Trans.	\$27.68	\$28.21	\$28.74	\$29.39
M20	M/M-General	\$27.68	\$28.21	\$28.74	\$29.39
BUILDINGS AND GROUNDS					
M1	Custodian	\$22.74	\$23.17	\$23.61	\$24.14
M2	Grounds Keeper	\$22.74	\$23.17	\$23.61	\$24.14
M5	Pool Custodian	\$22.99	\$23.43	\$23.87	\$24.41
M6	Shipper-Receiver	\$23.12	\$23.56	\$24.01	\$24.55
M7	Leader/Custodial	\$23.60	\$24.05	\$24.51	\$25.06
M8	Leader/Grounds	\$23.60	\$24.05	\$24.51	\$25.06
M9	Head Bldg. Cust.	\$24.34	\$24.80	\$25.27	\$25.84
M19	Cleaner	\$20.21	\$20.59	\$20.99	\$21.46
M23	Leader/Shipper-Receiver	\$23.60	\$24.05	\$24.51	\$25.06
TECHNOLOGY					
T1	Sys. Sup. Tech/Net.Sup.Leader	\$31.26	\$31.85	\$32.46	\$33.19
T2	Sys. Sup. Tech/Maint	\$29.82	\$30.39	\$30.96	\$31.66

T3	Sys. Sup. Tech/Help Desk	\$30.42	\$31.00	\$31.59	\$32.30
T4	Bldg. Technician	\$19.50	\$19.87	\$20.25	\$20.70

FOOD SERVICES

F1	General Worker	\$17.24	\$17.57	\$17.90	\$18.30
F2	Porter	\$17.24	\$17.57	\$17.90	\$18.30
F3	Stock Person	\$17.24	\$17.57	\$17.90	\$18.30
F4	Cashier	\$18.20	\$18.55	\$18.90	\$19.32
F5	Dishwasher	\$18.20	\$18.55	\$18.90	\$19.32
F6	Baker	\$18.55	\$18.90	\$19.26	\$19.69
F7	Cook Helper	\$18.55	\$18.90	\$19.26	\$19.69
F8	Cook	\$19.39	\$19.76	\$20.13	\$20.59

OFFICE STAFF

S1	Clerk Typist	\$21.16	\$21.56	\$21.97	\$22.47
S2	Clerk	\$21.16	\$21.56	\$21.97	\$22.47
S3	Off. Machine Op.	\$21.54	\$21.95	\$22.37	\$22.87
S4	PBX Operator	\$21.54	\$21.95	\$22.37	\$22.87
S5	Secretary	\$23.24	\$23.68	\$24.13	\$24.67
S6	Bookkeeper/Acct.	\$23.23	\$23.67	\$24.12	\$24.66
S8	Bookkeeper/Gen. F.	\$25.90	\$26.39	\$26.89	\$27.50
S9	Bookkeeper/Payroll	\$24.74	\$25.21	\$25.69	\$26.27

TRANSPORTATION

B1	Bus Drivers	\$22.19	\$22.61	\$23.04	\$23.56
B2	Pass Drivers	\$22.19	\$22.61	\$23.04	\$23.56
BL	Leader	\$22.39	\$22.82	\$23.25	\$23.77

PRE-RATIFICATION NEW HIRES - HOURLY RATES

		2014-15	2015-16	2016-17	2017-18
AIDES					
A1	Bus	\$12.95	\$13.20	\$13.45	\$13.75
A2	Building	\$14.22	\$14.49	\$14.77	\$15.10
A3	Library	\$14.64	\$14.92	\$15.20	\$15.54
A4	Clerical	\$15.87	\$16.17	\$16.48	\$16.85
A5	Inst.Asst/Sp.Ed.	\$16.02	\$16.32	\$16.63	\$17.01
A6	Inst.Asst/Fed.	\$16.02	\$16.32	\$16.63	\$17.01
A8	Dining Room	\$13.92	\$14.18	\$14.45	\$14.78
A9	Playground	\$13.92	\$14.18	\$14.45	\$14.78
A10	Home Economics	\$16.02	\$16.32	\$16.63	\$17.01
A11	Suspension Room	\$16.02	\$16.32	\$16.63	\$17.01
A12	Writing Lab	\$14.64	\$14.92	\$15.20	\$15.54
A13	Health	\$21.36	\$21.77	\$22.18	\$22.68
A14	Bldg./Security	\$16.02	\$16.32	\$16.63	\$17.01
SKILLED TRADES					
M3	Helper/Maint.	\$17.51	\$17.84	\$18.18	\$18.59
M4	Helper/Trans.	\$17.51	\$17.84	\$18.18	\$18.59

M10	Painter	\$17.55	\$17.88	\$18.22	\$18.63
M11	M/M-Audio Vis.	\$20.74	\$21.13	\$21.54	\$22.02
M12	M/M-Carpenter	\$20.74	\$21.13	\$21.54	\$22.02
M13	M/M-Electrician	\$20.74	\$21.13	\$21.54	\$22.02
M14	M/M-HVAC	\$20.74	\$21.13	\$21.54	\$22.02
M15	M/M-Plumbing	\$20.74	\$21.13	\$21.54	\$22.02
M16	M/M-Refrig.	\$20.74	\$21.13	\$21.54	\$22.02
M17	M/M-Sp. Project	\$20.74	\$21.13	\$21.54	\$22.02
M18	Mechanic/Trans.	\$20.74	\$21.13	\$21.54	\$22.02
M20	M/M-General	\$20.74	\$21.13	\$21.54	\$22.02

BUILDINGS AND GROUNDS

M1	Custodian	\$17.07	\$17.39	\$17.72	\$18.12
M2	Grounds Keeper	\$17.07	\$17.39	\$17.72	\$18.12
M5	Pool Custodian	\$17.24	\$17.57	\$17.90	\$18.30
M6	Shipper-Receiver	\$17.35	\$17.68	\$18.02	\$18.42
M7	Leader/Custodial	\$17.69	\$18.03	\$18.37	\$18.78
M8	Leader/Grounds	\$17.69	\$18.03	\$18.37	\$18.78
M9	Head Bldg. Cust.	\$18.24	\$18.59	\$18.94	\$19.37
M19	Cleaner	\$15.15	\$15.44	\$15.73	\$16.09
M23	Leader/Shipper-Receiver	\$17.69	\$18.03	\$18.37	\$18.78

TECHNOLOGY

T1	Sys. Sup. Tech/Net.Sup.Leader	\$23.46	\$23.91	\$24.36	\$24.91
T2	Sys. Sup. Tech/Maint	\$22.18	\$22.60	\$23.03	\$23.55
T3	Sys. Sup. Tech/Help Desk	\$22.81	\$23.24	\$23.69	\$24.22
T4	Bldg. Technician	\$14.64	\$14.92	\$15.20	\$15.54

FOOD SERVICES

F1	General Worker	\$12.95	\$13.20	\$13.45	\$13.75
F2	Porter	\$12.95	\$13.20	\$13.45	\$13.75
F3	Stock Person	\$12.95	\$13.20	\$13.45	\$13.75
F4	Cashier	\$13.64	\$13.90	\$14.16	\$14.48
F5	Dishwasher	\$13.64	\$13.90	\$14.16	\$14.48
F6	Baker	\$13.92	\$14.18	\$14.45	\$14.78
F7	Cook Helper	\$13.92	\$14.18	\$14.45	\$14.78
F8	Cook	\$14.53	\$14.81	\$15.09	\$15.43

OFFICE STAFF

S1	Clerk Typist	\$15.87	\$16.17	\$16.48	\$16.85
S2	Clerk	\$15.87	\$16.17	\$16.48	\$16.85
S3	Off. Machine Op.	\$16.15	\$16.46	\$16.77	\$17.15
S4	PBX Operator	\$16.15	\$16.46	\$16.77	\$17.15
S5	Secretary	\$17.43	\$17.76	\$18.10	\$18.51
S6	Bookkeeper/Acct.	\$17.42	\$17.75	\$18.09	\$18.50
S8	Bookkeeper/Gen. F.	\$19.43	\$19.80	\$20.18	\$20.63
S9	Bookkeeper/Payroll	\$18.55	\$18.90	\$19.26	\$19.69

TRANSPORTATION

B1	Bus Drivers	\$16.64	\$16.96	\$17.28	\$17.67
B2	Pass Drivers	\$16.64	\$16.96	\$17.28	\$17.67
BL	Leader	\$16.86	\$17.18	\$17.51	\$17.90

POST-RATIFICATION NEW HIRES - HOURLY RATES

		2014-15	2015-16	2016-17	2017-18
AIDES					
A2	Building	\$12.00	\$12.23	\$12.46	\$12.74
A3	Library	\$14.64	\$14.92	\$15.20	\$15.54
A4	Clerical	\$12.00	\$12.23	\$12.46	\$12.74
A5	Inst.Asst/Sp.Ed.	\$16.02	\$16.32	\$16.63	\$17.01
A6	Inst.Asst/Fed.	\$16.02	\$16.32	\$16.63	\$17.01
A8	Dining Room	\$12.00	\$12.23	\$12.46	\$12.74
A9	Playground	\$12.00	\$12.23	\$12.46	\$12.74
A10	Home Economics	\$16.02	\$16.32	\$16.63	\$17.01
A11	Suspension Room	\$16.02	\$16.32	\$16.63	\$17.01
A12	Writing Lab	\$14.64	\$14.92	\$15.20	\$15.54
A13	Health	\$21.36	\$21.77	\$22.18	\$22.68
A14	Bldg./Security	\$16.02	\$16.32	\$16.63	\$17.01
SKILLED TRADES					
M3	Helper/Maint.	\$17.51	\$17.84	\$18.18	\$18.59
M4	Helper/Trans.	\$17.51	\$17.84	\$18.18	\$18.59
M10	Painter	\$17.55	\$17.88	\$18.22	\$18.63
M11	M/M-Audio Vis.	\$20.74	\$21.13	\$21.54	\$22.02
M12	M/M-Carpenter	\$20.74	\$21.13	\$21.54	\$22.02
M13	M/M-Electrician	\$20.74	\$21.13	\$21.54	\$22.02
M14	M/M-HVAC	\$20.74	\$21.13	\$21.54	\$22.02
M15	M/M-Plumbing	\$20.74	\$21.13	\$21.54	\$22.02
M16	M/M-Refrig.	\$20.74	\$21.13	\$21.54	\$22.02
M17	M/M-Sp. Project	\$20.74	\$21.13	\$21.54	\$22.02
M18	Mechanic/Trans.	\$20.74	\$21.13	\$21.54	\$22.02
M20	M/M-General	\$20.74	\$21.13	\$21.54	\$22.02
BUILDINGS AND GROUNDS					
M1	Custodian	\$13.00	\$13.25	\$13.50	\$13.80
M2	Grounds Keeper	\$13.00	\$13.25	\$13.50	\$13.80
M5	Pool Custodian	\$17.24	\$17.57	\$17.90	\$18.30
M6	Shipper-Receiver	\$13.00	\$13.25	\$13.50	\$13.80
M7	Leader/Custodial	\$17.69	\$18.03	\$18.37	\$18.78
M8	Leader/Grounds	\$17.69	\$18.03	\$18.37	\$18.78
M9	Head Bldg. Cust.	\$18.24	\$18.59	\$18.94	\$19.37
M19	Cleaner	\$13.00	\$13.25	\$13.50	\$13.80
M23	Leader/Shipper-Receiver	\$17.69	\$18.03	\$18.37	\$18.78
TECHNOLOGY					
T1	Sys. Sup. Tech/Net.Sup.Leader	\$23.46	\$23.91	\$24.36	\$24.91

T2	Sys. Sup. Tech/Maint	\$22.18	\$22.60	\$23.03	\$23.55
T3	Sys. Sup. Tech/Help Desk	\$22.81	\$23.24	\$23.69	\$24.22
T4	Bldg. Technician	\$14.64	\$14.92	\$15.20	\$15.54

FOOD SERVICES

F1	General Worker	\$12.00	\$12.23	\$12.46	\$12.74
F2	Porter	\$12.00	\$12.23	\$12.46	\$12.74
F3	Stock Person	\$12.00	\$12.23	\$12.46	\$12.74
F4	Cashier	\$12.00	\$12.23	\$12.46	\$12.74
F5	Dishwasher	\$12.00	\$12.23	\$12.46	\$12.74
F6	Baker	\$12.00	\$12.23	\$12.46	\$12.74
F7	Cook Helper	\$12.00	\$12.23	\$12.46	\$12.74
F8	Cook	\$14.53	\$14.81	\$15.09	\$15.43

OFFICE STAFF

S1	Clerk Typist	\$13.00	\$13.25	\$13.50	\$13.80
S2	Clerk	\$13.00	\$13.25	\$13.50	\$13.80
S4	PBX Operator	\$13.00	\$13.25	\$13.50	\$13.80
S5	Secretary	\$17.43	\$17.76	\$18.10	\$18.51
S6	Bookkeeper/Acct.	\$17.42	\$17.75	\$18.09	\$18.50
S8	Bookkeeper/Gen. F.	\$19.43	\$19.80	\$20.18	\$20.63
S9	Bookkeeper/Payroll	\$18.55	\$18.90	\$19.26	\$19.69

TRANSPORTATION

B1	Bus Drivers	\$16.64	\$16.96	\$17.28	\$17.67
B2	Pass Drivers	\$16.64	\$16.96	\$17.28	\$17.67
BL	Leader	\$13.00	\$13.25	\$13.50	\$13.80
B4	Van Driver	\$9.36	\$9.54	\$9.72	\$9.94

** The A7, Computer Lab Job Classification has been replaced by the T4, Building Technician Job Classification.

APPENDIX C: Memorandum of Understandings (“MOUs”)

The MOU on Page 37 of the Parties’ 2009-2014 Collective Bargaining Agreement:

The District proposes to delete the MOU on page 37 of the parties’ 2009-2014 collective bargaining agreement while the Association wishes to keep it.

Recommendation:

The substance of the MOU on page 37 of the parties’ collective bargaining agreement shall be placed into the contract.

The MOU on Pages 38-39 of the Parties’ 2009-2014 Collective Bargaining Agreement:

The District proposes to delete the MOU on pages 38-39 of the parties’ 2009-2014 collective bargaining agreement and the Association wishes to keep the MOU.

Recommendation:

The substance of paragraphs 2, 5, 6, 7, 8, of the MOU on pages 38-39 of the parties' collective bargaining agreement shall be placed into the contract. The remainder of the MOU on pages 38-39 shall be deleted.

The MOU on Page 40 of the Parties' 2009-2014 Collective Bargaining Agreement:

The District proposes to delete the MOU on page 40 of the parties' 2009-2014 collective bargaining agreement and the Association wishes to keep the MOU.

Recommendation:

The substance of paragraphs 1 and 3 of the MOU on page 40 of the parties' collective bargaining agreement shall be placed into the contract. The remainder of the MOU on page 40 shall be deleted.

The MOU on Page 41 of the Parties' 2009-2014 Collective Bargaining Agreement:

Recommendation:

Delete the MOU on Page 41 of the parties' 2009-2014 Collective Bargaining Agreement.

The MOU on Page 42 of the Parties' 2009-2014 Collective Bargaining Agreement:

Recommendation:

Delete the MOU on Page 42 of the parties' 2009-2014 Collective Bargaining Agreement.

Aside from editorial changes regarding the updating of relevant dates and corresponding contractual language that may have been mutually agreed to by the parties, all provisions of the contract and all issues in dispute for which no recommendation for change has been made in the subject Report should remain as is.

Having conducted a Fact Finding hearing pursuant to Act 88 and Act 195, having taken testimony under oath, and having considered the evidence to better understand the respective positions of the parties, I respectfully submit this Report.

/s/ John M. Skonier

John M. Skonier
Fact Finder

Date: July 28, 2014