

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(	Fact-Finding Report
	(	and
Between	(	Recommendations
	(	
Northeast Bradford School District	(	Case No. ACT 88-13-53-E
	(	
and	(	Date of Hearing: January 14, 2014
	(	
Northeast Bradford Education Association	(	Date of Report: January 27, 2014
	(	

Michelle Miller-Kotula  
Fact-Finder

For the District:

John Audi, Esq.  
Sweet, Stevens,  
Katz & Williams  
2 South Main Street  
Suite 303  
Pittston, PA 18640

For the Association:

Stuart Karschner  
UniServ Representative  
1188 Highway 315  
Wilkes-Barre, PA 18702

### Background

By letter dated December 17, 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 Northeast Bradford School District (hereafter referred to as the "District") and Northeast Bradford Education Association, PSEA/NEA (hereafter referred to as the "Association"). The Association represents a unit of approximately 66 bargaining unit teachers, who work for the District, located in Rome, 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 "CBA") which was effective by its terms from July 1, 2009 to June 30, 2011, with an extension approved to June 30, 2012. The parties met several times over the past year and a half for purposes of negotiating a successor CBA and reached a number of tentative agreements, 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:

- |                   |                                                         |
|-------------------|---------------------------------------------------------|
| <b>Agreement</b>  | <b>2. Term of Agreement</b>                             |
|                   | <b>7. Curriculum and Internal Affairs Committee</b>     |
|                   | <b>10. General Provisions</b>                           |
|                   | <b>A. Vacancies</b>                                     |
|                   | <b>C. Notification of Changes in Teacher Assignment</b> |
|                   | <b>15. Fair Share (New Language)</b>                    |
| <b>Appendix A</b> | <b>Salary Schedule</b>                                  |
| <b>Appendix C</b> | <b>Administrative Positions</b>                         |
| <b>Appendix F</b> | <b>Employee Benefits</b>                                |
|                   | <b>1. Health Insurance</b>                              |
|                   | <b>Insurance Opt Out</b>                                |

**Patient Protection & Affordable Care Act (New Language)**  
**15. Issuance of Pay**

**Appendix G Hours of Work and Other Conditions of Employment**  
**7. Credit Reimbursement**  
**8. Additional Assignments**  
**12. Summer Workshops**

On January 14, 2014, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Rome, 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 January 2, 17, 21, 22, and 23, 2014. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues. The parties also informed the Fact-Finder of tentative agreements that were reached.

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 expired collective bargaining agreement.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and 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 CBA created through this process.

**ISSUES IN DISPUTE AND RECOMMENDATIONS**

**AGREEMENT**

**2. Term of Agreement**

**Association Position:**

The Association is recommending a three (3) year CBA. The Association points out the District is proposing a three year Agreement.

**District Position:**

The District proposes a three (3) year CBA. The District contends any length longer than a three (3) year term is economically risky.

**Recommendation:**

This Fact-Finder recognizes the parties have been working status quo since the expiration of the CBA extension that occurred on June 30, 2012. A three (3) year term for the new CBA, effective July 1, 2012 through June 30, 2015, is recommended. Thus, the recommendations contained in this report are premised on a three (3) year CBA.

**AGREEMENT**

**7. Curriculum and Internal Affairs Committee**

**Association Position:**

The Association proposes to eliminate this language contained in the Agreement.

The Association believes the issues currently being discussed at CIA meetings are also being addressed at monthly faculty meetings and monthly in-service days through Professional Learning committees that are formed across grade levels, within grade levels, and within and amongst both buildings. The Association contends another meeting, held outside the terms of the workday and redundantly addressing issues is unnecessary.

**District Position:**

The District denies the Association’s proposal to eliminate this language. The District states education is the Board’s number one consideration and the elimination of this provision would be counterproductive. The District asks the Fact-Finder to maintain this language.

**Recommendation:**

This Fact-Finder recommends that the language contained in this Article remain the same.

**AGREEMENT**  
**10. General Provisions**  
**A. Vacancies**

**Association Position:**

The Association proposes to strike language contained in this provision which reads “on the faculty bulletin boards of all buildings and”.

The Association believes the District communicates with its employees electronically. To remain consistent, posting on faculty bulletin boards is not necessary. Various outside agencies and organizations utilize the school building and do not need to see such information displayed.

**District Position:**

The District agrees to the Association’s position on this matter.

**Recommendation:**

It is this Fact-Finder’s recommendation to accept the Association’s proposal.

**AGREEMENT**  
**10. General Provisions**  
**C. Notification of Changes in Teacher Assignments**

**Association Position:**

The Association proposed to change the language which reads “within ten (10) days after the conclusion of the contract year or June 20, whichever date is later” to read by June 20.

It is also the Association’s proposal to add the following language:

Employees interested in a vacant position shall notify their immediate supervisor in writing. The most senior employee applying of those certified for the position shall be transferred to the position.

If no applicants for the posted position are received, the least senior certified professional employee shall be transferred to the position.

Throughout this agreement, seniority will be based on total years in the District. In the event of a tie, lots will be drawn.

Furloughed employees shall accrue a full year’s seniority during suspension if furloughed from a full-time to a half-time position.

Staff vacancies occurring after the opening of the school term will be processed according to the above provisions in a timely manner. The actual transfer of awarded positions(s) will be acted upon with the beginning of the next school term, unless to do so earlier does not disrupt the educational process.

It is the position of the Association that seniority and loyalty to the District should be rewarded. This proposal allows those teachers who have shown loyalty to the District the ability to transfer into a position they desire. The Association believes there are little or no costs associated with the proposal.

**District Position:**

The District agrees to the Association’s proposal to provide notice of major changes by June 20<sup>th</sup>.

The District denies the remainder of the Association's proposal on this Section. The assignment and direction of personnel is a management prerogative under Act 195. The District insists on maintaining this prerogative for educational concerns. The District's administration will use its best professional judgment in determining appropriate and educationally sound placement of staff.

***Recommendation:***

It is this Fact-Finder's recommendation to accept the Association's proposal related to the notification date of June 20<sup>th</sup>. However, the Fact-Finder rejects the remainder of the Association's proposal.

**AGREEMENT**  
**15. Fair Share**  
**(New Language)**

**Association Position:**

The Association proposes to add fair share language to the CBA.

The Association believes this proposal is one of fairness. The Association points out by law it must provide representation and safeguard the contractual and legal rights of all bargaining unit members. All of the bargaining unit members enjoy the rights and compensation which are provided through this CBA, an agreement which the Association has spent many hours and efforts to negotiate. The Association proposes that those members who decide not to join the Association pay a fair share toward the representation and benefits they enjoy. There is little or no cost associated with the proposal. The Association points out this is the only CBA in the County which does not include fair share.

**District Position:**

The District contends the Association's proposal should be denied. The Association currently has approximately two thirds membership of the professional staff. This means 1/3 of the staff are opposed to joining or paying membership dues. It is not the District's role to force employees into a position they do not want to be in where there is no educational value for the District. Moreover, one-third of the employees would have to begin paying dues or fees they previously did not pay.

***Recommendation:***

This Fact-Finder recommends not to add language to this CBA related to fair share.

**Appendix A**  
**Salary Schedule**

**Association Position:**

The salary schedules presented by the Association represent total increases (i.e. both increment and on-scale) of 3%, 2.5%, and 2%. Each schedule includes step movement each year.

The Association asks the Fact-Finder to consider the three aspects of this proposal:

- The actual physical properties of the salary schedule
- The comparison of the salaries to those of the comparison group
- The cost of the proposal.

The Association proposes to maintain the same number of steps contained in the salary schedules. It is the Association's desire to keep the physical structure of the salary schedule to maintain its position when compared to the surrounding CBA's. The Association points out it is important to maintain the current physical structure for philosophical reasons. When compared to the CBA's in the rest of the County, the salaries in this District are among the lowest.

The Association's proposal would cost the District approximately \$309,607. Historically over the past twenty-three years, these parties have averaged yearly settlements of 4.34%, although the cost of the settlements to the District have averaged only 3.14% over the same time period.

It is also the position of the Association when the PSERS increases are included, the total three year cost of the Association proposal to the District would be approximately \$450,275 or an average yearly increase of approximately \$150,100. The Association believes the cost of its salary proposal is one the District can afford and one the employees deserve.

The Association states the District's proposal should be denied based on the physical structure of the District's proposal and the actual salaries being proposed. The Association points out its salary schedule has ten (10) columns and is actually low when compared to the number of columns bargained by the other parties in the County.

The Association believes in the “educational business” it is important to stress to the students, community and employees that education and learning is a lifelong process. The Association argues the District is proposing to add steps to the salary schedule resulting in a limitless number of steps.

It is the position of the Association studies have shown the average teacher “masters” the profession in about his or her tenth year of teaching. It is the Association's contention all teachers who have mastered the profession should be paid the same.

The Association contends the District's proposal reduces the number of columns from ten (10) to four (4). The District's proposal is creating a salary schedule with steps that are limitless and the actual salaries decrease.

It is the Association's position the District's salary proposal is very unreasonable. The District is attempting to completely eliminate the salary schedule with salaries to where they were five to ten years ago and is even worse than status quo. The Association contends its salary proposal is both affordable and created in a manner that is consistent with the salaries of the other districts in the County.

**District Position:**

The District denies the Association's salary schedule proposal based on economic reasons. The District states the matrix is too costly and the long term effects of this matrix system are unsustainable.

The District proposes the creation of a new matrix system which shortens columns and provides for continued money at the bottom of the steps.

The District contends this system provides fair and equitable pay while eliminating the compounding of columns, steps and across the board pay raises so that the system will remain within reach its ability to pay.

The District proposes a pay freeze with no retroactivity in year 2012-2013, increases on the scale in the years 2013-2014, and increases in the scale in the 2014-2015 school year.

**Recommendation:**

This Fact-Finder has carefully reviewed and considered all of the information presented by the parties related to the salary schedule of the bargaining unit employees. The following Salary Schedules that represent the total increases (both increment and on-scale) are recommended by this Fact-Finder as shown below:

**Year 1 (2012-2013)**

Step Movement only  
\$250 off scale payment to employees on Step 11

**Year #2 (2013-2014)**

Step movement  
Total increase 2.5% (both increment and on scale)

**Year #3 (2014-2015)**

Step movement  
Total 2.0% (both increment and on scale)

It is further agreed that beginning in 2014-2015, no bargaining unit employees shall be allowed to move onto the Masters +12, Masters +48, or Doctorate columns. Bargaining unit employees currently in those columns shall be allowed to stay there and progress through the steps. The Masters +12, Masters +48 and Doctorate columns shall be eliminated after all members have moved from the column. (Shaded in green on the 2014-2015 salary schedule).

Further, all salary increases if retroactivity applies, shall be granted to those bargaining unit employees who were employed on that date and are still employed on the date of ratification.

**Northeast Bradford EA  
Salary Schedule  
First Year (2012-2013) – step movement only**

Steps	B	B+12	B+24	M	M+12	M+24	M+36	M+48	M+60	PhD
1	\$45,926	\$46,650	\$47,398	\$48,133	\$48,868	\$49,605	\$50,340	\$51,076	\$51,814	\$52,180
2	\$47,658	\$48,443	\$49,249	\$50,045	\$50,840	\$51,635	\$52,431	\$53,226	\$54,022	\$54,419
3	\$49,341	\$50,187	\$51,052	\$51,907	\$52,761	\$53,616	\$54,471	\$55,326	\$56,182	\$56,609
4	\$51,198	\$52,105	\$53,029	\$53,943	\$54,857	\$55,773	\$56,686	\$57,602	\$58,517	\$58,973
5	\$53,057	\$54,024	\$55,006	\$55,979	\$56,953	\$57,928	\$58,902	\$59,876	\$60,851	\$61,338
6	\$54,914	\$55,942	\$56,983	\$58,016	\$59,049	\$60,084	\$61,117	\$62,152	\$63,186	\$63,703
7	\$56,772	\$57,860	\$58,959	\$60,053	\$61,146	\$62,241	\$63,333	\$64,426	\$65,521	\$66,067
8	\$58,630	\$59,779	\$60,937	\$62,089	\$63,242	\$64,396	\$65,548	\$66,701	\$67,855	\$68,432
9	\$60,488	\$61,697	\$62,914	\$64,125	\$65,338	\$66,552	\$67,763	\$68,977	\$70,190	\$70,796
10	\$62,345	\$63,616	\$64,890	\$66,162	\$67,434	\$68,707	\$69,979	\$71,251	\$72,524	\$73,160
11	\$64,204	\$65,534	\$66,868	\$68,198	\$69,530	\$70,864	\$72,194	\$73,527	\$74,859	\$75,525

**Northeast Bradford EA  
Salary Schedule  
Second Year (2013-2014) – 2.5%**

Steps	B	B+12	B+24	M	M+12	M+24	M+36	M+48	M+60	PhD
1	\$46,729	\$47,453	\$48,201	\$48,936	\$49,671	\$50,408	\$51,143	\$51,879	\$52,617	\$52,983
2	\$48,461	\$49,246	\$50,052	\$50,848	\$51,643	\$52,438	\$53,234	\$54,029	\$54,825	\$55,222
3	\$50,144	\$50,990	\$51,855	\$52,710	\$53,564	\$54,419	\$55,274	\$56,129	\$56,985	\$57,412
4	\$52,001	\$52,908	\$53,832	\$54,746	\$55,660	\$56,576	\$57,489	\$58,405	\$59,320	\$59,776
5	\$53,860	\$54,827	\$55,809	\$56,782	\$57,756	\$58,731	\$59,705	\$60,679	\$61,654	\$62,141
6	\$55,717	\$56,745	\$57,786	\$58,819	\$59,852	\$60,887	\$61,920	\$62,955	\$63,989	\$64,506
7	\$57,575	\$58,663	\$59,762	\$60,856	\$61,949	\$63,044	\$64,136	\$65,229	\$66,324	\$66,870
8	\$59,433	\$60,582	\$61,740	\$62,892	\$64,045	\$65,199	\$66,351	\$67,504	\$68,658	\$69,235
9	\$61,291	\$62,500	\$63,717	\$64,928	\$66,141	\$67,355	\$68,566	\$69,780	\$70,993	\$71,599
10	\$63,148	\$64,419	\$65,693	\$66,965	\$68,237	\$69,510	\$70,782	\$72,054	\$73,327	\$73,963
11	\$65,007	\$66,337	\$67,671	\$69,001	\$70,333	\$71,667	\$72,997	\$74,330	\$75,662	\$76,328

**Northeast Bradford EA  
Salary Schedule  
Third Year (2014-2015) – 2.0%**

Steps	B	B+12	B+24	M	M+12	M+24	M+36	M+48	M+60	PhD
1	\$47,307	\$48,031	\$48,779	\$49,514	\$50,249	\$50,986	\$51,721	\$52,457	\$53,195	\$53,561
2	\$49,039	\$49,824	\$50,630	\$51,426	\$52,221	\$53,016	\$53,812	\$54,607	\$55,403	\$55,800
3	\$50,722	\$51,568	\$52,433	\$53,288	\$54,142	\$54,997	\$55,852	\$56,707	\$57,563	\$57,990
4	\$52,579	\$53,486	\$54,410	\$55,324	\$56,238	\$57,154	\$58,067	\$58,983	\$59,898	\$60,354
5	\$54,438	\$55,405	\$56,387	\$57,360	\$58,334	\$59,309	\$60,283	\$61,257	\$62,232	\$62,719
6	\$56,295	\$57,323	\$58,364	\$59,397	\$60,430	\$61,465	\$62,498	\$63,533	\$64,567	\$65,084
7	\$58,153	\$59,241	\$60,340	\$61,434	\$62,527	\$63,622	\$64,714	\$65,807	\$66,902	\$67,448
8	\$60,011	\$61,160	\$62,318	\$63,470	\$64,623	\$65,777	\$66,929	\$68,082	\$69,236	\$69,813
9	\$61,869	\$63,078	\$64,295	\$65,506	\$66,719	\$67,933	\$69,144	\$70,358	\$71,571	\$72,177
10	\$63,726	\$64,997	\$66,271	\$67,543	\$68,815	\$70,088	\$71,360	\$72,632	\$73,905	\$74,541
11	\$65,585	\$66,915	\$68,249	\$69,579	\$70,911	\$72,245	\$73,575	\$74,908	\$76,240	\$76,906

**Appendix C**  
**Administrative Positions**

**Association Position:**

The Association proposes the current language should be revised because the Assistant to the Principal – Secondary position no longer exists and should be deleted. The Association recommends for the following language to be added:

The Assistant to the Principal – Elementary shall be reimbursed six thousand dollars (\$6,000) in 2012-2013. This amount shall increase \$250 each year thereafter.

According to the Association, the position of Assistant to the Principal – Elementary exists within the bargaining unit and is a position that requires an extraordinary amount of time and effort that justifies the proposed increase, which is a minimal cost to the District.

**District's Position:**

The District agrees to the Association's proposal to eliminate the position of Assistant to the Principal of the Secondary level. The District also agrees to pay Assistant to the Principal at the Elementary at the level of \$6,000 in year 2012-2013 and provide a \$250 increase each year of the CBA thereafter.

**Recommendation:**

It is this Fact-Finder's recommendation to accept the Association's proposal on this matter.

**Appendix F**  
**Employee Benefits**  
**1. Health Insurance**

**Association Position:**

The Association proposes to change the language to give the employees the option to participate in Access II Plan B, PPO Plan E, or the HDHP – 1 Plan at the premium shares listed in its proposal. The premium contribution shall be deducted in equal installments based on an annual 24 pay period cycle.

It is further the proposal of the Association that employees who enroll in HDHP – 1 will receive an employer paid contribution into their Health Savings Account (HSA). Amounts paid into the HSA will immediately become the property of the employee. Employees may use the funds immediately or accumulate and carry balances over from year to year. The District contribution will be sent to the HSA plan sponsor in the month of July.

Individual Coverage;	\$ 350
Family (dependent) Coverage:	\$1800

The Association notes it is a member of the Northern Tier Insurance Consortium (NTIC). The Association points out the parties agreed to three (3) plans, which are consistent in that the coverage is the same no matter which plan is chosen. The differences are in the amount of co-pays and out-of-pocket expenses the employee faces.

It is further the position of the Association, the parties agree on the following:

- NTIC PPO Plan B, PPO Plan E, and HDHP-1 Plan.
- The same employee contribution in regards to the plans' premiums (premium share).
- The same amounts be contributed by the District into the employees HSA's.

The Association states because both parties are proposing the same language, and since the change will benefit the District while providing adequate coverage to the employees, such language should be adopted.

The Association contends its proposal is very similar in nature to the District's proposal and notes the difference occurs in the first paragraph. The Association objects to language which grants the District the right to change carrier without Association input. It is the position of the Association the District must continue to purchase the health insurance through the NTIC. The Association is a third party in this process and as such has no standing. The Association urges the Fact-Finder to reject this portion of the District's proposal.

**District Position:**

The District points out it is a member of the NTIC, and it shall continue to provide insurance plans to the employees through NTIC. The District reserves the right to select the insurance carrier.

The District states the medical plans offered through this CBA are a contract between the District, the NTIC and its third party administrator. No dispute over a claim for any benefits extended through this CBA's health care clause shall be the subject to the grievance procedure established in this CBA. The parties recognize the carrier appointed under the above section may change the details of its coverages from time to time in the manner that enhances coverage and sometimes in a manner that reduces coverage. The parties agree that the terms of the coverage within a particular plan are solely within the discretion of the carrier and that those terms will be accepted as they may be changed. Employees must elect coverage of offered plans during the open enrollment period of May 1<sup>st</sup> through May 31<sup>st</sup> of each year of this CBA.

It is the District's position it needs to control the increasing of costs of health care and the only way to do so without eviscerating the coverage is to have the insured have "skin in the game". The plans offered will create a more consumer driven and informed participant. This package is known to reduce and maintain costs. The more traditional plans, such as the no or low deductible PPO's are expected to skyrocket as a result of the Affordable Care Act.

**Recommendation:**

It is the recommendation of the Fact-Finder that the employees select to participate in the plans listed below through the NTIC, effective March 1, 2014:

	Annual Employee Contribution		
Plan Name	School year 12-13	School Year 13-14	School Year 14-15
PPO Plan B	\$1,395	\$1,695	\$1,995
PPO Plan E	\$ 600	\$ 675	\$ 725
** HDHP-1	\$ 0	\$ 0	\$ 0

\* Employee contributions will be deducted in equal installments per pay period.

\*\* Employees that enroll in HDHP-1 will receive an employer paid contribution into their Health Reimbursement Account (HRA). Amounts paid into the employees HRA will become the property of the employee immediately. Employees' may use the funds immediately or accumulate and carry balances over from year-to-year. The employer contribution will be sent to the HRA plan sponsor in the month of July.

Individual Converge: \$ 350  
 Family (dependent) Coverage: \$1800

**Appendix F  
 Employee Benefits  
 Insurance Opt Out**

**Association Position:**

The Association contends the change the District is proposing is completely unnecessary, unless the District intends to use the language to deny the "opt out" to future employees and the District's proposal should be rejected.

**District Position:**

The District proposes to change the language related to opt out. Employees may only opt in to the health insurance plan after the open enrollment period if a life changing event occurs and must start any premium share payments immediately. Employees may not opt-out after the open enrollment period.

**Recommendation:**

This Fact-Finder agrees to the language proposed by the District related to Insurance Opt Out.

**Appendix F  
 Employee Health Benefits  
 Patient Protection and Affordable Care Act language  
 (New Language)**

**Association Position:**

The Association believes the District's proposal should be denied. The Affordable Care Act provides for a tax to be levied against insurance companies if they charge an excessive amount for the healthcare plans. The Association submits the District is bargaining that employees pay the tax for the insurance companies.

The Association takes the position even if the District's assumption proves to be true, the District is premature with its proposal. The Association states this tax is not scheduled to begin until 2018. The Association states the bargaining unit employees have no recourse

to question the numbers or actions, does not include enough definition, and notes the third paragraph of the District's proposal is too broad and open in scope. Thus, the language proposed by the District must be rejected.

**District Position:**

The District proposes to add new CBA language related to the Patient Protection and Affordable Care Act (PPACA).

It is the District's position with Affordable Care Act excise tax penalties, known as the Cadillac tax, coming into effect during the 2017-2018 school year, the effects of the tax must be dealt with now since the test year for determining whether an excise tax is applicable will occur during the 2016-2017 school year.

The District states all plans currently in place are expected to hit the excise tax threshold. As such, significant change needs to happen now because such change cannot happen overnight. This may be the last bargaining opportunity to allow for such structural changes prior to the benchmark school year of 2016-2017.

**Recommendation:**

The evidence presented establishes the issue of the Patient Protection and Affordable Care Act language must be addressed by the parties in the near future. To work toward accomplishing this goal, the Fact-Finder recommends the following language:

The District shall have the right to establish the language to be in compliance with PPACA. The Association retains the right to challenge the language established by the District related to PPACA if it contends the language is not appropriate to be included in the CBA. The Association must state its objections to the proposed PPACA language in writing, within (14) calendar days of receiving the proposed language from the District.

In that event, the District may not unilaterally implement the proposed PPACA language; however, in the absence of agreement, the parties shall immediately process the dispute before a neutral arbitrator selected through the arbitration step of the grievance procedure contained in this CBA for an expedited determination of whether the language is appropriate to be included in the CBA. The expedited decision of the arbitrator shall be issued within forty-five (45) calendar days of the written notice from the Association contesting such language. The decision of the arbitrator as to whether the language proposed by the District is acceptable to be implemented into the CBA shall be final and binding.

**Appendix F**  
**15. Issuance of Pay**

**Association Position:**

The Association proposes to delete the following language and add:

Delete: Pay shall be issued every second Thursday, or the closest school day preceding these dates, over a twelve month period, or 26 pay periods.

ADD: Pay shall be issued in twenty-four (24) equal payments on the 15<sup>th</sup> day of every month and on the last day of every month. When a payday falls on a weekend and/or Federal Reserve holiday, that pay will be issued on the previous business day (i.e., if the 15<sup>th</sup> fell on a Saturday the pay date would move to Friday the 14<sup>th</sup>. If Friday was a bank holiday the pay date would move to Thursday the 13<sup>th</sup>).

It is the Association's position this proposal will end the problem the District and employees occasionally face of either offering 27 equal paychecks or facing a three week period without a paycheck. Furthermore, this proposal will result in less work for the District once the system is in place.

The Association contends it did not receive a copy of the District's proposal regarding this issue in the pre-fact finding exchange of positions. The Association states the District may have withdrawn its proposal.

**District Position:**

The District denies the Association's proposal. The District submits a change in pay schedule system requires recalculation and pro-rated distribution of salary. The District's pay system works and there is no need for change.

**Recommendation:**

It is this Fact-Finder's recommendation if the District is able to move to the 24 equal pay periods system by the beginning of the 2014-2015 school year, the District must notify the Association when the 24 equal pay period system will commence. However, if this

change in pay structure is not able to be accomplished by the beginning of the 2014-2015 school year, it is recommended for the parties to continue discussing whether or not this change could be occur by the end of this CBA.

**Appendix G**  
**Hours of Work and Other Conditions of Employment**  
**7. Credit Reimbursement**

**Association Position:**

The Association proposes to increase the number the reimbursement for graduate degree credits or new certification from six to twelve (12) credits per year. The Association also proposes to increase the reimbursement from obtaining a Level II certification from six (6) to twelve (12) credits per year. It is proposed by the Association to clarify the language contained in the Section D. Other Graduate Credits. The Association proposes to strike the following sentence in F. "Employees shall be granted a maximum of thirty credits within a five year period." It is the Association's contention to add "and/or technology" for fees of up to \$50.

The Association argues in Subsection B, it is proposing the District to reimburse employees up to twelve credits per year to complete a graduate degree program or new certification. The Association states this revision would help with the time constraints placed upon teachers. The Association believes taking twelve (12) credits over a two or three year period is much more beneficial than extending the process over five (5) or six (6) years.

In Subsection C the Association is proposing that the District shall reimburse employees up to 12 credits per year for all courses taken to satisfy the requirement of the Level II certification. The Association takes the position there are many demands upon a new teacher and the ability to obtain the necessary twenty-four credits for Level II certification has become burdensome to the new teacher and harmful to the education of the students when the new teacher is forced to attend college classes year after year.

The addition of the new language in Subsection D does nothing more than clarify the intent of the subsection, while the changes made in Subsection G more closely represent today's cost and terminology.

The Association is proposing to eliminate the phrase "Employees shall be granted maximum of thirty credits within a five-year period" in Subsection F for the same reason made in proposals in Subsections B and C. The existing language places a time constraint that is not workable in today's professional and may be detrimental to the education process.

**District Position:**

It is the position of the District the Association's proposal should be denied. The District is attempting to reduce costs of columnar movement for additional salary increases. There is no evidence to suggest further course work beyond the Masters level increases teacher effectiveness. The District states for these reasons the Association's proposals for Section C, Credits to Obtain a Level II Certification must be denied.

The District contends the Association seeks to add to actual cost of tuition reimbursement by courses within a teacher's area of certification or courses otherwise approved by the Superintendent. Thus the proposal on Other Graduate Courses should be denied. The District denies the Association's position to eliminate the thirty (30) credit limit.

The District contends the Fact-Finder should reject the Association's lab fee proposal.

**Recommendation:**

This Fact-Finder recommends to accept the Association's lab fee proposal. However, the remainder of the Association's proposal related to credit reimbursement is to be rejected.

**Appendix G**  
**Hours of Work and Other Conditions of Employment**  
**8. Additional Assignments**

**Association Position:**

The Association is proposing to change the language not only to reward teachers for their devotion to the District but to insure that the "length of service" language in the current CBA is given weight. The Association believes at times, everything else being equal, the most senior employees are overlooked.

**District Position:**

The District is opposed to placing seniority over educational integrity. The District reserves its managerial prerogative to assign and direct personnel as it deems appropriate.

**Recommendation:**

It is this Fact-Finder's recommendation to reject the Association's proposal on this section.

**Appendix G**  
**Hours of Work and Other Conditions of Employment**  
**12. Summer Workshops**

**Association Position:**

The Association proposes to change the language to read: "A teacher who chooses to participate in summer workshops will be paid at their per diem rate."

The Association believes those teachers that do choose to participate in summer workshops deserve their per diem rate and not that of the day-to-day substitute. Any teacher who does so has already proven his or her value to the District through his or her continued employment. The current language does not recognize the value or the devotion of the employees to the District.

**District Position:**

The District denies the Association's proposal based on being too costly.

**Recommendation:**

The Fact-Finder recommends rejecting the Association's proposal.

**TENTATIVE AGREEMENTS**

At the Fact-Finding hearing the parties revealed they had reached tentative agreements concerning several issues discussed during negotiations. It is recommended for these tentative agreements to be incorporated into this report as set forth herein and made part of the Agreement.

**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.

---

Michelle Miller-Kotula  
Fact-Finder  
Washington, Pennsylvania

Issued: January 27, 2014