

Commonwealth of Pennsylvania  
Pennsylvania Labor Relations Board

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IN THE MATTER OF FACT-FINDING

between

OXFORD AREA SCHOOL DISTRICT,

“DISTRICT”

and

OXFORD AREA EDUCATION ASSOCIATION,

“ASSOCIATION”

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Case No. ACT 88-15-8-E

REPORT AND RECOMMENDATIONS

FACT-FINDER: William W. Lowe

**FOR THE EMPLOYER:**

Mr. Jack Mizrahi, Human Resources Dir.,  
Oxford Area School District

Mr. Charles Lewis (recently retired Business  
Administrator, Oxford Area School District)

Mr. Brian Cooney (current Business  
Administrator, Oxford Area School District)

**FOR THE ASSOCIATION:**

Ms. Wendy Leary, UniServ Representative  
PA State Education Association (PSEA)

Dr. Eric G. Elliott, Dir. of Research for School  
Funding and Finance, PSEA

**BACKGROUND**

Pursuant to Act 88 of 1992 (Act 88) and the Public Employe Relations Act, Act 195 of 1970 (PERA), the undersigned was appointed by the Pennsylvania Labor Relations Board (Board) on March 17, 2015, as the Fact-finder in the bargaining impasse between the Oxford Area School District (“Employer” or “District”) and the Oxford Area Education Association, PSEA/NEA (“Association”).

In accordance with the Board’s Order of March 17, 2015, the parties filed with the Fact-Finder written statements of the issues in dispute. After some clarification both before and during the Fact-finding hearing, the parties identified a number of unresolved issues. A hearing went forward at the Oxford Area School District offices on Tuesday, April 14, 2015, at which time both parties were afforded a full opportunity to present testimony, introduce documentary evidence and argue orally in support of their respective positions. During the fact-finding hearing the District was represented by its Human Resources Director, Mr. Jack Mizrahi with testimony from the recently retired District Business Administrator, Charles Lewis, and the current Business Administrator, Brian Cooney. The Association was represented by PSEA UniServ Representative, Wendy Leary, with testimony from PSEA Director of Research for School Funding and Finance, Dr. Eric Elliott. Following the fact-finding hearing an executive session was held with Mr. Mizrahi, Ms. Leary and the fact-finder on Friday, April 24, 2015.

I commend the parties for their informative and professional presentations. The positions of the respective parties were clearly articulated and logically and completely set forth. I further credit the parties for their professional approach to negotiations and for the respect and consideration shown the opposing party throughout their negotiations and during the fact-finding process as well as to the Fact-Finder throughout the fact-finding process. The parties have been at negotiations for well over a year, and continue to show mutual respect and consideration at all times.

The recommendations which follow constitute the settlement proposals upon which the parties are now required to act as directed by Board regulation and statute. Pursuant to governing statutes, 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 rationale contained therein, 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 (10) days of its issuance, notify the Board of their decision to accept or reject the recommendations. Those matters not discussed in the below issues are deemed “status quo” and are not further treated.

**ISSUES**

The Association and the Employer identified the following issues remaining in dispute between them at the time of the fact-finding. These issues (item numbers) include the following:

- |                    |                                |
|--------------------|--------------------------------|
| (1) Article 3.1:   | Term of Agreement              |
| (2) Article 5.3:   | Work Day (Prep Time)           |
| (3) Article 9.2B:  | Personal Leave (Personal Days) |
| (4) Article 11.2A: | Benefits (Hospitalization)     |

(5) Article 11 (New):	Benefits (Vision)
(6) Article 11 (New):	Affordable Care Act (Excise Tax Language)
(7) Article 12:	Class Coverage/Change of Assignments
(8) Articles 15.1/15.5:	Payment & Schedule (Salary & Movement on Salary Schedule)
(9) Article 16:	Supplemental Employment Opportunities
(10) MOU, p. 41 (CBA):	Distance Learning
(11) Appendices A-E:	Salary Schedules

These issues will be discussed in detail in the following sections. It should be noted, however, that the specific economic recommendations made in this Report, although discussed separately, were made only after consideration of all of the economic issues presented at the fact-finding and their total, combined impact upon both parties.

## OVERVIEW AND BARGAINING HISTORY

The Oxford Area School District (“District”) is located in Chester County, Pennsylvania and encompasses the townships of Upper Oxford, Lower Oxford, East Nottingham, West Nottingham, and Elk along with the borough of Oxford. The District is approximately ninety (90) square miles in area and is bounded on the north by Londonderry and West Fallowfield townships, on the east by Penn, New London and Franklin townships; on the south by the Mason Dixon line separating Pennsylvania and Maryland; and on the west by Lancaster County. The District is approximately sixty (60) miles southwest of Philadelphia, thirty (30) miles southeast of Lancaster and sixty (60) miles northwest of Baltimore. The primary industry within the District is agriculture.

The District is bounded by the Avon Grove School District to the east; Octorara School District to the northeast; Solanco School District in Lancaster County to the west; and by the state of Maryland to the south. The District’s schools include Jordan Bank School, a full-day kindergarten facility; Elk Ridge School for grades one and two; Nottingham School for grades three and four; Hopewell Elementary School for grades five and six; Penn’s Grove Middle School for grades seven and eight; and Oxford Area High School for grades nine through twelve.

The School District is governed by a board of nine (9) School Directors who are citizens of the District and who are elected to serve four-year terms on a staggered basis. The daily operations and management of the District are performed by a central administrative staff which is led by a Superintendent, Assistant Superintendent and the Business Administrator. The professional staff is comprised of approximately two hundred and seventy (270) full- and part-time employees, e.g. teachers, nurses, librarians and guidance counselors, who comprise the professional bargaining unit. The professional bargaining unit is represented by the Pennsylvania State Education Association (PSEA). Many graduates of the District continue their educational pursuits at institutions of higher learning. In fact, seventy-seven percent (77%) of the 2013 graduating class continued their education at two- and four-year colleges, technical schools and universities. The Oxford Area High School was recognized by the **US News and World Report** as one of the Best High Schools in 2014. Thus, the District’s Board of School Directors, its administrators and staff are justifiably proud of the District’s accomplishments. The most recent negotiated agreement commenced on July 1, 2010 and ran for four years until June 30, 2014.

The District’s Board and the Association has worked hard over the past fifteen months to negotiate a mutually acceptable Agreement going forward, but has reached a bargaining impasse on a number of economic issues (cited above). As of the date of the Fact-Finding hearing, the parties were still deadlocked on a number of issues that will be discussed below. Each issue is described along with Association and District proposals, a discussion section and fact-finder recommendations. With regard to the District’s financial position, it is considered good. The District has typically budgeted for more than what it has ultimately wound up spending in any given year. The District’s fund balance is in good shape; it has programmed for increased pension expenditures, and now finds its fund balance leveling off and anticipates that the surpluses that it has experienced in past years will be used up in future years. Thus, the District sees its financial picture as sound but getting worse in the future. The Association believes the District is in sound financial shape and expects it will continue that way into the future thus enabling it to continue to fulfill its financial obligations.

## DISCUSSION AND RECOMMENDATIONS

### Issue No. 1: Article 3.1 - TERM OF THE AGREEMENT.

**Current Status.** The most recent Collective Bargaining Agreement (“CBA” or “Agreement”) was a four-year Agreement - July 1, 2010 through June 30, 2014. The Bargaining Unit has been operating without a CBA since June 30, 2014, and has been negotiating with the District on a successor Agreement since January 2014.

#### **Position of the Parties.**

The **Association** proposes a four-year Agreement.

The **District** also proposes a four-year Agreement but wanted to wait until after the economic proposals were decided to propose the term of the Agreement.

**Discussion.** There is basic agreement on the provision of a four-year CBA.

**Recommendation.** That the CBA cover a four-year period – from July 1, 2014 through June 30, 2018.

### Issue No. 2: Article 5.3 - WORK YEAR AND WORKDAY (Preparation Time).

**Current Status.** There has been language in the CBA since at least 2010 which states,

Employees in the bargaining unit will be given a scheduled, consecutive block of preparation time daily equivalent to a period in buildings using periods or the time allocated to specials in the primary and elementary buildings. This time is in addition to the time before the arrival or after the departure of the students. Such time will be free of assignments and will be used in activities relating to the professional teaching obligations to students and the district.

However, just after current negotiations began, a grievance was initiated and wound up in arbitration with the arbitrator finding the agreement language “the time allocated to specials” as ambiguous. He found for the Association in the grievance. The Superintendent has been working with the Association president to work out arrangements to satisfy both parties, and they have made good progress. However, they remain apart in certain aspects of their respective positions.

**Position of the Parties.**

The **Association** proposes no change to the agreed upon CBA language found in the Tentative Agreement on this item reached on March 3, 2014, or in the event there is found to be a need to alter the current language, the Association proposes to add the following language to the District’s proposal below with the caveat that the “testing days” be removed from the language in Article 5.3 since the Arbitrator already ruled in favor of the Association on this issue.

Alternative schedules shall be mutually agreed upon by the Association and the District.

The **District** obviously wishes to correct the situation so as to avoid a further grievance over the matter and thus proposes the following language be added to the current language in Article 5.3 of the most recent CBA:

Schedules which include preparation time for the regular school day and schedules for 2 hour delays, testing days, etc. will be promulgated at the beginning of the school year.

**Discussion.** It would be a shame if this one item precluded the parties from agreeing to a new Collective Bargaining Agreement. The parties have been negotiating for well over a year with no Agreement in effect since July 1, 2014. Clearly the parties need to resolve this issue expediently. Further, there has been a tentative agreement reached prior to the Arbitration Award being issued. The tentative agreement, reached on March 3, 2014, stated the following:

Employees in the bargaining unit will be given a scheduled, consecutive block of preparation time daily equivalent to a period in buildings using periods or the time allocated to specials in the primary and elementary buildings. Such time will be free of assignments and will be used in activities relating to the professional teaching obligations to students and the district. Preparation time is to be used for appropriate, instruction-based planning activities, at the teacher’s discretion, which may include, but are not limited to, IEP writing, IEP meetings and co-planning.

**Recommendation.** That the Superintendent continue to collaborate with the Association president on setting schedules at the beginning of the school year, but **that the language of the tentative agreement be incorporated into the CBA “as is”** and that the parties continue to work with one another with mutual trust and communicate freely and forthrightly with each other to avoid any further grievance over the issue in question.

**Issue No. 3: Article 9.2B - LEAVE PROVISIONS (Personal Days).**

**Current Status.** Currently employees, regardless of years of service, receive “up to two (2) days of paid leave” for personal purposes.

**Position of the Parties.**

The **Association** put forth a proposal to eliminate the “up to” language and proposed that three (3) days of personal leave be granted to employees with sixteen (16) or more years of service.

The **District** recommends that no change be made to the current language.

**Discussion.** One of the later issues to be dealt with involves class coverage due to absences of teachers where the Association is recommending that additional financial remuneration be granted to avoid the situation where the District splits classes and places additional students into other classes. The reason for this splitting of classes is due to teachers being off and the District’s inability to obtain substitute teachers – a problem the Association readily agrees is widespread among all PA schools. This hits especially hard in a rural district like Oxford where getting subs is even more difficult than in suburban or urban areas. The District persuasively argues that giving teachers more days off per year will only exacerbate the problem of splitting classes which the District asserts it dislikes performing and is a last-ditch measure employed when subs cannot be found.

**Recommendation.** Retain the current agreement language, except for the deletion of “up to.” Retain personal days at two (2) per year.

**Issue No. 4: Article 11.2A - Benefits (Hospitalization – Major Medical)**

**Current Status.** The District currently maintains two separate and distinct healthcare plans for bargaining unit employees. The base plan is funded by the District except for the employee premium co-share, The base plan, AmeriHealth, is a co-insurance plan where the

plan pays eighty percent (80%) and the employee pays twenty percent (20%). Employees, at their own discretion and expense, can buy up to a point of service plan, Keystone. Within the bargaining unit, one hundred and seventeen employees have only the AmeriHealth plan and one hundred and seventeen employees have bought up to the Keystone plan with some thirty-four (34) employees opting for no coverage (presumably covered by a spousal plan outside the District). Currently, employees in AmeriHealth pay a premium co-share of four hundred and twelve dollars and eighty cents (\$412.80) annually for single coverage, and a family currently pays eight hundred and twenty-five dollars and sixty cents (\$825.60) annually for family coverage. Healthcare costs have remained fairly stable for the District for the past several years, and employee premium co-shares have been in dollar (not percentage) amounts. Association testimony was that only two Districts in the Chester County area offer co-insurance plans like the AmeriHealth plan; most offer plans similar to the Keystone plan to its professional staff.

#### **Position of the Parties.**

The **Association** proposal is that employees will pay the following amounts towards the healthcare premiums of AmeriHealth for family coverage:

2014-2015 = \$825

2015-2016 = \$875

2016-2017 = \$925

2017-2018 = \$975

The **District** proposal reads as follows:

All regular full-time employees and their dependents are eligible for hospitalization and major medical coverage. Members will contribute towards hospitalization and major medical for single and family coverage. The District shall maintain the existing plans or their equivalent. The eligible employee shall pay the portion of the premium as outlined below and the balance of the premium shall be paid by the employer. The premium share will be evenly applied via payroll deductions over twenty-one (21) or twenty-six (26) pay periods, in accordance with the number of pay periods selected by the employee for regular salary payments:

2014-2015 = No change

2015-2016 = 8% (effective July 1, 2015)

2016-2017 = 10% (effective July 1, 2016)

2017-2018 – 12% (effective July 1, 2017)

**Discussion.** It is certainly a credit to the District that it has been able to keep its healthcare costs relatively static for the past several years. The AmeriHealth plan costs employees a relatively modest amount for coverage - \$412.80 annually for individual and \$825.60 for family coverage. However, it is noteworthy that virtually half the bargaining unit employees who opt for District healthcare coverage felt the need to buy up to the Keystone plan which costs a family some thirteen thousand dollars (\$13,000) annually for its coverage. Clearly, there is a perception among many of the employees that AmeriHealth is insufficient for its healthcare needs. If (and it's a big IF) healthcare costs for the District continue to remain stable, there appears to be little need to substantially increase the healthcare costs to the employees. The District pointed out in its presentation that while healthcare costs have remained fairly static, prescription drug costs have increased significantly and the District needs to conserve funds as much as possible to offset the skyrocketing increase in funding to support the Pennsylvania School Employees' Retirement System (PSERS). Added to that, the District maintains two other CBAs with different bargaining units within the District and desires to have all its employees contributing similarly. The District lastly cites other Districts within Chester County which require employee contributions in the ten to thirteen percent (10-13%) range; however, their plans cannot easily be compared to the AmeriHealth plan. While I do not share the District's belief that it needs to raise the cost to employees by fourteen hundred dollars (\$1400) in 2015/2016, by eighteen hundred dollars (\$1800) in 2016/2017 and twenty-two hundred dollars (\$2200) in 2017/2018, I do believe the co-share needs to be increased to allow for increases in healthcare costs and to support other funding needs of the District. To those points, the following recommendations are made.

**Recommendations.** That the narrative description of healthcare shown above in the District's proposal above be adopted with two exceptions – (1) that a flat dollar amount be used instead of percentages; and (2) that the amount of employee co-share shown for the four years of the contract be reduced. I recommend substitution of the District recommended co-share amounts each year as follows:

2014-2015 = No change (\$412.80 for individual and \$825.60 for family)

2015-2016 = \$487.80 for individual and \$925.60 for family

2016-2017 = \$562.80 for individual and \$1025.60 for family

2017-2018 = \$637.80 for individual and \$1125.60 for family

#### **Issue No. 5: Article 11 - BENEFITS (New Section - Vision Coverage)**

**Current Status.** There is currently no vision insurance coverage provided to bargaining unit personnel.

#### **Position of the Parties.**

The **Association** proposes that the District provide a vision insurance program to all employees at no cost to the employees.

The **District** proposes no change to the current Collective Bargaining Agreement, i.e. no vision insurance plan for employees.

**Discussion.** While vision insurance would be a “nice to have” provision, it is provided with the buy-up Keystone plan. To provide such insurance to all employees would seem to counter productive since half the bargaining unit covered by the District’s health insurance plans has gone to the additional expense of buying up to Keystone plan and thereby having vision insurance. Further, while the professional bargaining unit negotiates its own independent contract with the District, the District has two other contracts with other District employees both of which have “me too” provisions such that if the District would purchase a vision insurance program for its professional employees, it would be duty bound to do the same for the other two bargaining units.

**Recommendation.** That the District’s status quo proposal be adopted and that no vision insurance be adopted by the parties. Thus, no new section.

#### **Issue No. 6: Article 11 - BENEFITS (New Article 11.6 – Affordable Care Act (ACA))**

**Current Status.** The most recent Agreement makes no provision for dealing with the complexities and ramifications of the Affordable Care Act.

#### **Position of the Parties.**

The **Association** proposes a new article for the Affordable Care Act as follows:

In the event the current healthcare/medical plan(s) will be subject to the Affordable Care Act (“ACA”) Cadillac Tax:

1. The parties agree to bargain over the impact of the pending tax for the plans.
2. Should a resolution not be reached 60 days prior to January 1, 2018, the District will notify the membership and all applicable retirees on the District’s healthcare plan of the discontinuation of the current plan offerings that meet or exceed the Cadillac Tax thresholds under the ACA. Any discontinuation of Cadillac Tax plans shall be effective December 31, 2017.
3. All plans under the Cadillac Tax threshold shall remain in place and in effect beyond January 1, 2018, unless the parties jointly agree on new plans.
4. In the event all current plans meet or exceed the Cadillac Tax on January 1, 2018, the parties agree to bargain new healthcare plan options that fall under the Cadillac Excise tax to be effective January 1, 2018, for current bargaining unit members and applicable retirees on District healthcare plans.

If the parties are unable to agree on new plans by December 1, 2017, the parties agree the Board shall offer the bargaining unit and all applicable retirees plan option(s), including but not limited to, the plan offered by the carrier that is most similar in benefits to the plan(s) most similar to the current plan(s) offered but, does not exceed the Cadillac excise tax threshold.

The **District** proposes somewhat similar language in this section acknowledging the Association’s concerns with appropriate language for the Affordable Care Act coverage and provisions regarding the Cadillac Tax thresholds.

**Discussion.** There are very serious financial implications and penalties when Healthcare plans trip the threshold for the Cadillac Tax. Accordingly, plans must be in place to address this issue. I find the Association’s proposal to adequately address the issue.

**Recommendation.** That the Association proposal be adopted in full and made the last section of Article 11, i.e. Section 11.6.

#### **Issue No. 7: Article 12 - CLASS COVERAGE (Hourly Rate).**

**Current Status.** Currently, bargaining unit members assigned to cover a class or assignments when substitutes are not readily available shall receive twenty-one dollars (\$21.00) per hour or fraction thereof although assignments of less than thirty (30) minutes duration or emergency situations do not engender compensation to the bargaining unit members.

#### **Position of the Parties.**

The **Association** proposes that when bargaining unit members assume responsibility for another bargaining unit member’s class, or absorbs five (5) or more students into their own class, shall receive the curriculum rate of pay as per Article 17.1 of the CBA. The Association agrees that the current policy of not compensating members when the assignment is less than thirty (30) minutes duration shall continue.

The **District** proposes no change to the current contract language.

**Discussion.** The District opposes the Association proposal based on economic considerations. It argued that it attempts to hire substitute teachers whenever possible and splits up classes as a final resort. The hiring of a substitute is much less expensive to the District as substitutes, depending on their certification and experience, receive from one hundred to one hundred and fifteen dollars (\$100 - \$115) per day whereas the Association’s proposal under certain circumstances could cost the District, using the curriculum rate of thirty-six dollars (\$36) per hour, and under circumstances where three teachers are used in class splitting, approximately six hundred and forty-eight dollars (\$648) per day. Further, the District argued that it is currently partnering with its substitute provider (Substitute Teacher Service) to promote the “Guest Teacher Program” to enable it to acquire more substitute teachers and help to alleviate the problem of having to split classes. Other initiatives are being

attempted such as partnering with the Oxford Parent Teacher Association, facilitating the clearance process by having fingerprinting done on location instead of having to require interested candidates to travel to Downingtown or Lancaster to get fingerprinting done, etc. In short, I believe the District is attempting to address the problem of getting sufficient substitutes to alleviate the class splitting problem. Owing to the potentially substantial costs associated with adoption of the Association proposal, coupled with the District's recognition of the problem and its various attempts to alleviate the problem, causes me to make the following recommendation.

**Recommendation.** That the current language in the Collective Bargaining Agreement be continued. No change is recommended at this time.

**Issue No. 8: Article 15.1 and 15.5 - SALARY [Payment and Schedule (15.1 ) and Movement on Salary Schedule (15.5)]:**

**Current Status.** At the time of the Fact-Finding hearing, we are about two-thirds of the way through the 2014-2015 school year with no agreement on salaries for the bargaining unit employees. Glimpsing the current salary schedule in effect for the District, there are three benchmarks that normally are reviewed to give an indication of how the bargaining unit is faring compared to other schools in the county – (1) starting salary for new teachers; (2) the Master's Maximum rate; and (3) the Schedule Maximum rate. The District's starting salary for the 2014-2015 school year was \$47,132, about \$139 above the average rate for all Chester county school districts. Actually, according to the Association's exhibit on salary schedules, Oxford ranked 8th out of 13 Chester county districts in starting salaries. However, with respect to the Master Maximum rate, Oxford's Master Max rate at \$87,251 was more than \$5700 below the county average and was ranked last in Chester county in that benchmark. With regard to the Schedule Maximum rate, Oxford also ranked poorly. Its Schedule Maximum rate at \$87,204 was in excess of \$12,000 below the Chester county average Schedule Maximum rate. Yet with a comparative low salary rate in two out of the three salary benchmarks, **US News and World Report** rated the Oxford Area High School as one of the best high schools in 2014. Clearly, the board and administration wish to keep the school so highly rated. Additionally, the Movement on Salary Schedule permits the movement to a new column one time per year but either at the beginning of the school year, or on February 1st with the new salary prorated from the beginning of the school year or from February 1st, respectively.

**Position of the Parties.**

The **Association** made a powerful presentation about the District's finances showing that historically the board and administration has managed its resources well and is in sound financial shape. The Association believes the salary structure is in need of enhancement, and that salaries need to be raised to be competitive with other districts in the county. Accordingly, it makes two proposals – (1) that the number of steps in the salary schedule be reduced from its current 18 steps to 15, and (2) to increase the salary rates as follows:

2014-2015 = 2.8% on the previous year's payroll  
 2015-2016 = 2.75% on the previous year's payroll  
 2016-2017 = 2.75% on the previous year's payroll  
 2017-2018 = 2.75% on the previous year's payroll

The **District** made an equally powerful presentation of its current financial situation with financial obligations for pension relief, alternative education expenses and debt service that account for virtually all its excess financial resources. Additionally, the District contends that it has made numerous economic concessions, e.g. increase in curriculum rate, increased compensation for Supplemental Employment Opportunities, additional pay for National Board Certification, and Conclusion of Service Pay for unused sick leave. In fact, for 2014, the District projects a \$4 million shortfall in its general fund.

**Discussion.** Both sides made an excellent case for their respective positions. However, the PSEA Research Dept. representative made a compelling case showing that its analysis showed that the District typically projected more expenses and lower revenue than it actually experienced on a year-to-year basis. Further, while the District has carefully projected its expenses and revenue, it has placed itself in relative good financial shape. I am convinced that there is ample room for salary increases – not huge increases, but respectable ones. I am also persuaded that the District needs to increase both its Master Maximum and Schedule Maximum rates to bring the District up in both areas. In my opinion there is no justification for a District which prides itself on having one of the best high schools in America to have salaries that are artificially low in comparison to neighboring districts. In that regard the following recommendations are made.

**Recommendations.**

1. That step movements continue for years 2, 3 and 4 of the Agreement, whereas year 1 is a total salary freeze with no step movement. A Step Placement Chart is provided immediately before the Appendices (salary schedules).
2. That there be a one-step reduction in the Salary Schedule in years 2 and 4 of the Agreement.
3. That the salary be increased as indicated below:
  - a. 2014-2015 = Salary Freeze (no step movement)
  - b. 2015-2016 = 2.78% increase on prior year's payroll w/ 1 step compaction
  - c. 2016-2017 = 2.50% increase on prior year's payroll
  - d. 2017-2018 = 2.50% increase on prior year's payroll w/ 1 step compaction

Salary Charts for the base year and subsequent years of the Agreement are provided at Appendices A through E.

**Issue No. 9: Article 16 - SUPPLEMENTAL EMPLOYMENT OPPORTUNITIES (New Article 16.6 – Payment).**

**Current Status.** According to the Association, there is no consistent policy or practice regarding payment for supplemental work performed such as play director or sports coach. The Association contends some employees performing supplemental duties are paid two times per year, some four times, etc. The District provided testimony that showed it made those payments at specified dates although in some cases, e.g. where sports teams get into playoffs that the payment period and date must be extended. According to District testimony, it provides payments for supplemental work differently depending on the supplemental work performed and the length of time it is performed. For example, sports coaches are paid at the conclusion of the particular sports season – fall sports in November; winter sports in March; and spring sports in June although, as mentioned, if the particular team reaches the playoffs, the payments may be delayed until the sports team completes its competitions which may take the payment beyond the date cited. Plays are typically held twice a year and payment is made in December and in April depending on the ending date of the play. For year-long positions, payments are made at the conclusion of each semester – that is in February and June. However, the District typically pays promptly their Supplemental Employment payments.

**Position of the Parties.**

The **Association** proposes a new proposal to be added to the CBA as follows:

16.6. **Payment.** An employee appointed to a supplemental position shall be paid at the completion of the contracted position once all obligations are fulfilled.

The **District** proposes to retain the current language of Article 16 “as is” and for no new section on “Payment” to be added.

**Discussion.** I can appreciate the bargaining unit wishing to have consistency in payments, but also understand the District’s position regarding delays because of participation in playoffs beyond the normal end of the season. I believe the current language of the CBA is satisfactory, but recommend preparation of a Side Letter addressing the matter.

**Recommendation.** That the District prepare a Side Letter, to be appended to the Collective Bargaining Agreement, with the following content:

The District agreed to provide payment for supplemental positions at the conclusion of each sports season (fall sports in November, winter sports in March and spring sports in June), at the conclusion of the school plays (December and April), and at the conclusion of each semester end for year-long positions (February and June). However, depending on whether the sports teams participate in playoffs at the end of the respective season, the payments for these supplemental positions may be delayed until the end of the season.

**Issue No. 10 Memorandum of Understanding (p. 41 of the current CBA) – Distance Learning**

**Current Status.** The current Collective Bargaining Agreement contains a Memorandum of Understanding (MOU) between the parties regarding Distance Learning. The parties are in agreement to continue the current MOU into the new Collective Bargaining Agreement.

**Position of the Parties.**

The **Association** proposes to place the parties’ MOU on Distance Learning, dated October 19, 2009, and found on p. 41 of the current Collective Bargaining Agreement, into the new Collective Bargaining Agreement.

The **District** concurs with the Association proposal.

**Discussion.** There being no dispute between the parties on this matter, the recommendation is provided below.

**Recommendation.** That the Association’s proposal be adopted and placed into the new Agreement.

**ALL OTHER MATTERS**

Any other matters not previously agreed upon or specifically addressed herein are recommended to be withdrawn. Any agreements mutually made prior to the date of this Report that are not specifically addressed in this Report are recommended to be included in the Agreement, as agreed upon by the parties.

*W. W. Lowe*  
William W. Lowe  
Fact-finder

Dated: April 27, 2015  
Red Lion, Pennsylvania

**Oxford Area School District  
Step Placement Chart 2014 - 2018**

Base Year		2014-2015		2015-2016		2016-2017		2017-2018	
Step	To the Top	Step	To the Top	Step	To the Top	Step	To the Top	Step	To the Top
						1	16	1	15
1	17	1	17	1	16	2	15	2	14
2	16	2	16	2	15	3	14	3	13
3	15	3	15	3	14	4	13	4	12
4	14	4	14	4	13	5	12	5	11
5	13	5	13	5	12	6	11	6	10
6	12	6	12	6	11	7	10	7	9
7	11	7	11	7	10	8	9	8	8
8	10	8	10	8	9	9	8	9	7
9	9	9	9	9	8	10	7	10	6
10	8	10	8	10	7	11	6	11	5
11	7	11	7	11	6	12	5	12	4
12	6	12	6	12	5	13	4	13	3
13	5	13	5	13	4	14	3	14	2
14	4	14	4	14	3	15	2	15	1
15	3	15	3	15	2	16	1	16	Top
16	2	16	2	16	1	17	Top	16	Top
17	1	17	1	17	Top	17	Top	16	Top
18	Top	18	Top	17	Top	17	Top	16	Top

**Appendix A  
Oxford Area School District  
SALARY SCHEDULES FOR 2013 – 2014 (Base Year)**

Salary Schedule 2013-2014 (Base Year)											
To the Top	Step	B	B+12	B+24	Meq	M	M+15	M+30	M+45	M+60	PhD
17	1	47132	-	48831	-	50806	51659	52576	53576	54576	56576
16	2	47439	-	49138	-	51113	51966	52883	53883	54883	56883
15	3	47746	-	49445	-	51420	52273	53190	54190	55190	57190
14	4	48053	-	49752	-	51727	52580	53497	54497	55497	57497
13	5	48360	49209	50059	50908	52034	52887	53804	54804	55804	57804
12	6	50362	51231	52100	52968	54262	55138	56014	57014	58014	60014
11	7	51468	52337	53205	54074	55367	56255	57131	58131	59131	61131
10	8	52323	53192	54073	54941	56237	57155	57990	58990	59990	61990
9	9	52789	53658	54526	55395	56694	57570	58460	59460	60460	62460
8	10	53811	54681	55549	56431	57735	58610	59487	60487	61487	63487
7	11	54732	55601	56469	57338	58699	59537	60414	61414	62414	64414
6	12	57357	58797	59664	60537	61896	62751	63626	64626	65626	67626
5	13	59411	61423	62289	63167	64523	65395	66269	67269	68269	70269
4	14	63654	65666	66531	67410	68789	69661	70534	71534	72534	74534
3	15	66362	68374	69240	70118	71521	72393	73267	74267	75267	77267
2	16	70620	71485	72350	73228	74652	75524	76397	77397	78397	80397
1	17	73957	74821	75686	76564	78055	78928	79801	80801	81801	83801
Top	18	77293	78157	79022	79900	81458	82331	83204	84204	85204	87204



**Appendix B**  
**Oxford Area School District**  
**SALARY SCHEDULES FOR 2014 – 2015 (Year 1)**

Salary Schedule 2014-2015 (Year 1)											
To the Top	Step	B	B+12	B+24	Meq	M	M+15	M+30	M+45	M+60	PhD
17	1	47132	-	48831	-	50806	51659	52576	53576	54576	56576
16	2	47439	-	49138	-	51113	51966	52883	53883	54883	56883
15	3	47746	-	49445	-	51420	52273	53190	54190	55190	57190
14	4	48053	-	49752	-	51727	52580	53497	54497	55497	57497
13	5	48360	49209	50059	50908	52034	52887	53804	54804	55804	57804
12	6	50362	51231	52100	52968	54262	55138	56014	57014	58014	60014
11	7	51468	52337	53205	54074	55367	56255	57131	58131	59131	61131
10	8	52323	53192	54073	54941	56237	57155	57990	58990	59990	61990
9	9	52789	53658	54526	55395	56694	57570	58460	59460	60460	62460
8	10	53811	54681	55549	56431	57735	58610	59487	60487	61487	63487
7	11	54732	55601	56469	57338	58699	59537	60414	61414	62414	64414
6	12	57357	58797	59664	60537	61896	62751	63626	64626	65626	67626
5	13	59411	61423	62289	63167	64523	65395	66269	67269	68269	70269
4	14	63654	65666	66531	67410	68789	69661	70534	71534	72534	74534
3	15	66362	68374	69240	70118	71521	72393	73267	74267	75267	77267
2	16	70620	71485	72350	73228	74652	75524	76397	77397	78397	80397
1	17	73957	74821	75686	76564	78055	78928	79801	80801	81801	83801
Top	18	77293	78157	79022	79900	81458	82331	83204	84204	85204	87204

**Appendix C**  
**Oxford Area School District**  
**SALARY SCHEDULES FOR 2015 – 2016 (Year 2)**

Salary Schedule 2015-2016 (Year 2)											
To the Top	Step	B	B+12	B+24	Meq	M	M+15	M+30	M+45	M+60	PhD
16	1	47554	-	49253	-	51228	52081	52998	53998	54998	56998
15	2	47861	-	49560	-	51535	52388	53305	54305	55305	57305
14	3	48168	-	49867	-	51842	52695	53612	54612	55612	57612
13	4	48475	-	50174	-	52149	53002	53919	54919	55919	57919
12	5	50477	51346	52215	53083	54377	55253	56129	57129	58129	60129
11	6	51583	52452	53320	54189	55482	56370	57246	58246	59246	61246
10	7	52438	53307	54188	55056	56352	57270	58105	59105	60105	62105
9	8	52904	53773	54641	55510	56809	57685	58575	59575	60575	62575
8	9	53926	54796	55664	56546	57850	58725	59602	60602	61602	63602
7	10	54847	55716	56584	57453	58814	59652	60529	61529	62529	64529
6	11	57472	58912	59779	60652	62011	62866	63741	64741	65741	67741
5	12	59526	61538	62404	63282	64638	65510	66384	67384	68384	70384
4	13	63769	65781	66646	67525	68904	69776	70649	71649	72649	74649
3	14	66477	68489	69355	70233	71636	72508	73382	74382	75382	77382
2	15	70735	71600	72465	73343	74767	75639	76512	77512	78512	80512
1	16	74072	74936	75801	76679	78170	79043	79916	80916	81916	83916
Top	17	77408	78272	79137	80015	81573	82446	83319	84319	85319	87319

**Appendix D**  
**Oxford Area School District**  
**SALARY SCHEDULES FOR 2016 – 2017 (Year 3)**

Salary Schedule 2016-2017 (Year 3)											
To the Top	Step	B	B+12	B+24	Meq	M	M+15	M+30	M+45	M+60	PhD
16	1	47743	-	49442	-	51417	52270	53187	54187	55187	57187
15	2	48050	-	49749	-	51724	52577	53494	54494	55494	57494
14	3	48357	-	50056	-	52031	52884	53801	54801	55801	57801
13	4	48664	-	50363	-	52338	53191	54108	55108	56108	58108
12	5	50666	-	52404	-	54566	55442	56318	57318	58318	60318
11	6	51772	52641	53509	54378	55671	56559	57435	58435	59435	61435
10	7	52627	53496	54377	55245	56541	57459	58294	59294	60294	62294
9	8	53093	53962	54830	55699	56998	57874	58764	59764	60764	62764
8	9	54115	54985	55853	56735	58039	58914	59791	60791	61791	63791
7	10	55036	55905	56773	57642	59003	59841	60718	61718	62718	64718
6	11	57661	59101	59968	60841	62200	63055	63930	64930	65930	67930
5	12	59715	61727	62593	63471	64827	65699	66573	67573	68573	70573
4	13	63958	65970	66835	67714	69093	69965	70838	71838	72838	74838
3	14	66666	68678	69544	70422	71825	72697	73571	74571	75571	77571
2	15	70924	71789	72654	73532	74956	75828	76701	77701	78701	80701
1	16	74261	75125	75990	76868	78359	79232	80105	81105	82105	84105
Top	17	77597	78461	79326	80204	81762	82635	83508	84508	85508	87508

**Appendix E**  
**Oxford Area School District**  
**SALARY SCHEDULES FOR 2017 – 2018 (Year 4)**

Salary Schedule 2017-2018 (Year 4)											
To the Top	Step	B	B+12	B+24	Meq	M	M+15	M+30	M+45	M+60	PhD
15	1	48238	-	49937	-	51912	52765	53682	54682	55682	57682
14	2	48545	-	50244	-	52219	53072	53989	54989	55989	57989
13	3	48852	-	50551	-	52526	53379	54296	55296	56296	58296
12	4	50854	-	52592	-	54754	55630	56506	57506	58506	60506
11	5	51960	-	53697	-	55859	56747	57623	58623	59623	61623
10	6	52815	53684	54565	55433	56729	57647	58482	59482	60482	62482
9	7	53281	54150	55018	55887	57186	58062	58952	59952	60952	62952
8	8	54303	55173	56041	56923	58227	59102	59979	60979	61979	63979
7	9	55224	56093	56961	57830	59191	60029	60906	61906	62906	64906
6	10	57849	59289	60156	61029	62388	63243	64118	65118	66118	68118
5	11	59903	61915	62781	63659	65015	65887	66761	67761	68761	70761
4	12	64146	66158	67023	67902	69281	70153	71026	72026	73026	75026
3	13	66854	68866	69732	70610	72013	72885	73759	74759	75759	77759
2	14	71112	71977	72842	73720	75144	76016	76889	77889	78889	80889
1	15	74449	75313	76178	77056	78547	79420	80293	81293	82293	84293
Top	16	77785	78649	79514	80392	81950	82823	83696	84696	85696	87696