

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD**

**IN THE MATTER OF THE EMPLOYES OF** :  
 : **ACT 88-15-33-E**  
**WARRIOR RUN SCHOOL DISTRICT** :

**REPORT AND RECOMMENDATIONS**

**FACT FINDER: Debra K. Wallet, Esquire**

**FOR THE EMPLOYER:**

John G. Audi, Esquire  
Sweet Stevens Katz & Williams  
2 South Main Street, Suite 303  
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**FOR THE UNION:**

Mr. Mark McDade  
WREA/PSEA  
1188 Highway 315  
Wilkes-Barre, PA 18702

**BACKGROUND**

Pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act (PERA), the undersigned was appointed by the Pennsylvania Labor Relations Board (PLRB) on July 21, 2015 as the Fact Finder in the impasse between the Warrior Run School District (School District) and the Warrior Run Education Association, PSEA/NEA (Association).

In accordance with the PLRB's Order of July 21, 2015, both parties filed with the Fact Finder written statements of the issues in dispute.

A Fact Finding was held at the Middle School Library of the Warrior Run School District on August 11, 2015, at which time both Parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses, introduce documentary evidence, and argue orally in support of their respective positions regarding the issues in dispute. Both sides made professional and courteous presentations to the Fact Finder.

The following recommendations constitute the settlement proposal upon which the Parties are now required to act, as directed by statute and PLRB regulations. 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 rationale in support of the recommendations, 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 PLRB of their decision to accept or reject the recommendations.

**ISSUES**

The Fact Finder has made recommendations on the following issues:

1. Article I – Recognition, Section 1.03
2. Article IV – Dues Deductions
3. Article V – Provisions Relating to Wages
4. Article VI – Tuition Payments
5. Article VII – Insurance Benefits
6. Article IX – Personal Leave, Section 9.01
7. Article X – Severance and Early Retirement
8. Article XII – Miscellaneous Provisions
9. Article XIII – Job Security and Job Progression
10. Article XVII – Terms of Agreement
11. Furloughs and Demotions
12. Act 153 Clearances
13. Planning Time

**OVERVIEW AND BARGAINING HISTORY**

Warrior Run School District is a small, rural, public school district that covers 113 square miles in central Pennsylvania. It spans townships in three different counties: Gregg Township in Union County, Delaware Township and Lewis Township in

Northumberland County, and Anthony Township and Limestone Township in Montour County. It also serves the residents of the boroughs of Turbotville, McEwensville and Watsontown.

Warrior Run School District operates Turbotville Elementary School, Watsontown Elementary School, Warrior Run Middle School, and Warrior Run High School. The District provides educational programs for approximately 1680 students in kindergarten through 12<sup>th</sup> grades.

This Bargaining Unit consists of approximately 129 professionals as described in PERA-R-522-C. The Bargaining Agent is Warrior Run Education Association, an affiliate of the Pennsylvania State Education Association and the National Education Association. The prior collective bargaining agreement began July 1, 2011 and expired June 30, 2015, but the parties continued to work under the terms and conditions of this expired contract while bargaining on a successor agreement. The parties met numerous times in an effort to reach an agreement, including sessions with the Mediator, but when these efforts were unsuccessful, the Employer requested Fact Finding. The undersigned Fact Finder was appointed July 21, 2015 and makes the following recommendations.

### **FACT-FINDER'S DISCUSSION AND RECOMMENDATIONS**

#### **ARTICLE I – RECOGNITION, Section 1.03**

##### *Current Agreement*

Regular part-time shall mean:

- (A) Employees who are scheduled for at least three (3) periods per day on the average or fifteen (15) hours per week on the average, but less than thirty-five (35) hours per week; or
- (B) Full-time substitutes who are scheduled for a period of at least ninety (90) consecutive work days to fill the position of a teacher who is on a leave of absence.
- (C) Day to day substitutes and those substitutes who are not employed in the same position for ninety (90) consecutive days or more are not covered by this Agreement and do not qualify for benefits under this Agreement.

##### *Association Proposal*

The Association wants no change to this provision and points out that there is nothing in the Affordable Care Act which would mandate a change to 30 hours per week as opposed to 35 hours per week.

##### *School District Proposal*

The School District proposes to change the language to “but less than thirty (30) hours per week” to make it consistent with the Affordable Care Act (ACA). Anyone working over 30 hours per week is considered full-time under the ACA and would be eligible for health benefits.

##### *Fact Finder's Recommendation*

There is nothing in the ACA which would mandate this change, but it is reasonable to consider those working 30 hours or more per week to be full time. This should be beneficial to the Association if more employees are considered full-time and eligible for health benefits. Consequently, this proposal will be adopted.

#### **Recommended New Agreement**

Regular part-time shall mean:

- (A) Employees who are scheduled for at least three (3) periods per day on the average or fifteen (15) hours per week on the average, **but less than thirty (30) hours per week**; or
- (B) Full-time substitutes who are scheduled for a period of at least ninety (90) consecutive work days to fill the position of a teacher who is on a leave of absence.
- (C) Day to day substitutes and those substitutes who are not employed in the same position for ninety (90) consecutive days or more are not covered by this Agreement and do not qualify for benefits under this Agreement.

#### **ARTICLE IV – DUES DEDUCTIONS**

##### *Current Agreement*

#### **Section 4.01**

The Board agrees to dues deduction by the District over a ten (10) month period provided that each employee desiring this service will execute in writing a statement asking for dues deductions and that this statement is in the hands of the secretary on a date which will be announced during the month of August of each fiscal year. The District will pay to the treasurer of the Association monthly the amount collected from members of the bargaining unit.

#### **Section 4.02**

The Board may rely on such written statement signed by the employee as submitted by the Association and shall not be required to make any investigation with respect to the accuracy thereof, and shall be indemnified and saved harmless by the association with respect to any act which the Board may do or refrain from doing in reliance upon such authorization.

#### **Section 4.03**

- (A) Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.
- (B) The school district and the Association agree to comply with all provisions of said law.
- (C) The Association agrees to extend to all nonmembers the opportunity to join the Association.
- (D) If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this section, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this section shall cease.
- (E) The Association agrees in any action so defended, to indemnify and hold the School District and individual School Board members harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this section; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligations under this Article.

#### **Section 4.04**

The Association reserves the right to file a grievance to enforce the provisions of 4.01 and 4.03.

#### *Association Proposal*

The Association strongly resists efforts to eliminate the collection of dues by the School District. The cost is minimal and not very labor intensive.

#### *School District Proposal*

The District suggests the removal of this entire Article IV. It believes that managing dues collection is a matter for the Association, not the School District. Although the District has performed this function in the past, it is a time issue as well as a money issue (based upon time spent). With all of the fiscal cuts and added obligations, this gratuitous work for the Association is no longer warranted.

#### *Fact Finder's Recommendation*

Dues collection is vital to the Association and efforts to eliminate it will have a substantial impact on the fiscal resources of the Association. The cost to the District is minimal. The Fact Finder recommends no change to this provision.

#### **Recommended New Agreement**

**NO CHANGE to Article IV.**

**ARTICLE V – PROVISIONS RELATING TO WAGES, Section 5.03**

*Current Agreement*

**APPENDIX A  
SALARY SCHEDULE**

History of Wage Increases in last Agreement:

- 2011-12 Wage Freeze (employees remuneration step and column occupied for 2010-2011 school year)
- 2012-13 \$600 added to each step, employees move one step.
- 2013-14 \$600 added to each step, employees move one step.
- 2014-15 \$600 added to each step, employees move one step.

*Association Proposal*

Salary: There are approximately 130 bargaining unit members in the base year of 2014-2015

- Base Year Payroll: \$6,545,367
- 2015-2016: 6,698,566 2.34%
- 2016-2017: 6,850,147 2.26%
- 2017-2018: 6,998,434 2.17%
- 2018-2019: 7,139,503 2.02%
- 2019-2020: 7,254,432 1.61%

The Association proposes a 2% raise on-scale for each year of the agreement.

Employees of the Warrior Run School District accepted a wage freeze and conservative raises during the term of the recently-expired Agreement. Employees agreed to these terms to assist the employer with its financial concerns. The modest raises to the salary schedule--in connection with a substantial plan design change to employee health insurance--generated substantial cost-savings to the District and its taxpayers. The above salary proposal represents a two percent raise on scale. Employees shall move a step in each year of the agreement so that they may continue their progression towards the career rate.

*School District Proposal*

**APPENDIX A**

~~**2011-2012 2012-2013 2013/2014 2014-2015 SALARY SCHEDULES**~~

~~Wage Increase~~

- ~~2011-12 Wage Freeze (employees remuneration step and column occupied for 2010-2011 school year)~~
- ~~2012-13 \$600 added to each step, employees move one step.~~
- ~~2013-14 \$600 added to each step, employees move one step.~~
- ~~2014-15 \$600 added to each step, employees move one step.~~

**1.25% increase for each year of the contract, step inclusive. All salary adjustments must be prospective.**

**Eliminate the following columns:**

- **Masters plus 6**
- **Masters plus 18**
- **Masters plus 30**

**Convert the Masters plus 36 column to a Doctorate column.**

The Association seeks step movement and 2% across-the-board pay raises. This amounts to a 20.4% increase over 5 years. The District simply cannot afford this demand based upon financial analysis.

*Fact Finder's Recommendation*

The School District has proposed three laudable goals in this bargaining: (1) improve education (or at the very least not diminish it), (2) contain costs to a reasonable level that will assure a future for the District and not create an undue economic burden on the taxpayers, and (3) maintain managerial rights of assigning and directing the workforce, which will help realize the first two goals.

Juxtaposed against the District's goals are the equally laudable goals of the Association to recognize, in a financial way, the important role teachers play in the education of the next generation. The Association lobbies for a proposal which they believe to be realistic, affordable, and fair. It points out that this unit accepted a wage freeze and very modest increases during the last agreement to address the fiscal conditions of the School District. Now, cost savings in health care should allow for teachers' financial progression towards a career rate.

Starting salaries are currently \$38,776 and top rates are \$64,172. The average salary is \$50,349. The average step increase is \$1,178.

*The School District is decidedly not a wealthy one.*

The school tax revenue has grown from \$4,885,125 in school year 2010-11 to \$6,563,670 in school year 2014-15. The expected taxing revenue for 2015-16 is \$7,050,218. Without a doubt, the taxing ability is at the top of the index and virtually all exceptions. It is "taxed to the maximum."

The anticipated revenue for the upcoming year ending June 30, 2015 is \$22,086,168. This is in relationship to anticipated expenses of \$21,596,266. The facts presented show that the School District has done an admirable job of underestimating revenue and slightly overestimating expenses during the budgeting process. The five-year average overestimate of budgeted expenditures versus actual expenditures is approximately \$440,000 per year. The five-year average overestimate of budgeted revenue versus actual revenue is approximately \$80,000 per year.

The difference between revenue and expenses is designed to increase the fund balance in an effort to shore up resources needed for anticipated increased healthcare costs, and, most particularly, retirement expenses. In addition, the district is facing capital improvements for an aging campus. The cost to convert from oil to gas recently cost nearly \$568,000. The expectation is that elementary schools will be consolidated to realize additional savings.

*The School District Faces Largely Unknown Costs for Retirement Contributions*

The PSERS contribution is a significant burden on the School District.

The School District's portion of the pension expense, net of any reimbursement from the Commonwealth, has been increasing significantly since 2004-2005. For example, in that year, the District's expense was 4.23% of salary. In 2013-2014 the School District paid 16.93% of salary. There is an expectation that this will rise to 21.4% for 2014-15. This is so even though the number of teachers has decreased from 145 in 2005-06 to 129 in 2014-15.

*Others In the School District Have Taken Salary Freezes*

Other administrative staff (superintendent, high school principal and business managers) also took a freeze in 2012-2013. Admirably, this unit has agreed to a past freeze, but so have others in the School District.

*Some cash is available for wage increases*

Of course, this conservative budgeting by the District is commendable, but the figures suggest that the School District may have more cash available to provide salary increases than its budget figures suggest. The School District should be able to afford modest increases for its professional staff. The School District emphasizes, however, that these increases must remain modest or the fund balance could be decreased to a dangerously low level.

*Step movement should continue and there should be no elimination of the columns*

Progression toward a career rate is fundamental to this salary schedule and step movement is affordable. In addition, the columns presently existing should remain to recognize additional education obtained by the teachers.

**Recommended New Agreement**

- 2015-2016: Step movement plus 1.5 % of present payroll (\$98,181), with redistribution over steps
- 2016-2017: Step movement plus 1.0 % of present payroll (\$65,454) with redistribution over steps
- 2017-2018: Step movement plus 1.0 % of present payroll (\$65,454) with redistribution over steps

In accordance with the attached salary schedules

The pay increase in 2015-16 will be retroactive to July 1, 2015. Retroactive payments are to be made in a lump sum within two pay periods after the signing of the Agreement.

*Current Agreement*

*Section 5.03*

The following salary adjustments are in addition to the basic salary schedules in Appendix "A":

- After 19 years of teaching service - \$100
- After 24 years of teaching service - \$100
- After 29 years of teaching service - \$100

*Association Proposal*

For economic reasons, the Association resists any reduction of these rewards for long-standing teaching service to the District unless the money is added to the salary schedule.

*School District Proposal*

Salary adjustments, also known as longevity pay, have no place in a matrix with built in seniority increases (steps) on an annual basis. This type of language is common in blue-collar contracts that do not have annual seniority increases. Although the cost is not in any way prohibitive, the concept goes against the professional nature of the job and contract. The District wants this provision eliminated.

*Fact Finder's Recommendation*

The Fact Finder agrees that this provision, while costing very little, seems inconsistent with a salary schedule which rewards longevity with annual step increases. The Association's offer to eliminate them so long as additional money is provided to the salary scale will be accepted.

**Recommended New Agreement**

**SECTION 5.03 WILL BE ENTIRELY ELIMINATED.**

**ARTICLE VI – TUITION PAYMENTS**

*Current Agreement*

The Board will reimburse tuition paid for earned credits to full-time professional employees and fifty (50%) percent of tuition paid to regular part-time professional employees.

**Section 6.01**

Beginning on July 1, 2013 the District agrees to pay the actual cost of tuition per credit hour earned up to the Bloomsburg University rate not to exceed nine (9) credits per fiscal year for professional employees holding a Level I certificate. Professional employees who hold a Level II certificate shall be limited to reimbursement of six (6) credits per fiscal year up to the Bloomsburg University rate. Professional employees will be limited to only six (6) online or video credits per fiscal year. Employees may request additional video or online course credits for reimbursement if the classes required for their Master's Degree or Doctorate are only offered in online or video instruction. Carryover of credits for reimbursement from year to year shall not be permitted and classes shall only be reimbursed for the school year the classes were completed.

## Section 6.02

These credits should be of graduate level and in the area of certification held by the teacher or in the subject field in which the teacher is currently teaching or has been assigned to teach. Only the first twenty-four (24) credits eligible for reimbursement may be undergraduate. All credits must be pre-approved by the Superintendent. Undergraduate credits which benefit the educational needs of the District may be reimbursed with Superintendent approval. Courses of a general nature; e.g., School Law, Philosophy of Education, Educational Research, etc.; required for an advanced degree in the teacher's field are also eligible for reimbursement.

## Section 6.03

These payments will be made for credits earned after the effective beginning date for the employee.

## Section 6.04

The Employee shall submit to the Superintendent the proper form and documentation requesting pre-approval of credits to be taken. The Superintendent will promptly notify the employees, in writing, of the approval or disapproval of the request. Failure to provide all necessary documentation prior to the employee taking classes, may lead to the employee not being approved for payment of credits.

## Section 6.05

The Employee shall request payment for approved credits upon completion of the course. The request for reimbursement must be accompanied by a transcript showing completion of the course(s) with a grade of "B" or better or Pass on a Pass/Fail grading and a receipt or cancelled check showing payment. If documentation is not available at the time the request for reimbursement is made, it should be submitted as soon as it is received. In any event, the request for reimbursement should be made on the day specified by the District. All documentation required by the District shall be submitted prior to reimbursement being made.

## Section 6.06

Employees who voluntarily sever employment with the District within three (3) years of the date that tuition payment is received will reimburse the District on the following schedule:

- (A) 100% in the first year of active employment following receipt of payment.
- (B) 67% in the second year of active employment following receipt of payment
- (C) 50% in the third year of active employment following receipt of payment

A deduction will be made from the employee's last check to compensate the District.

If an employee retires from teaching within three (3) years of the date of receipt of tuition payment, no repayment will be required.

### *Association Proposal*

The Association resists any efforts to limit the amount of tuition reimbursement paid to teachers. It states that \$76,000 was spent by the School District last year and a cap on the amount at \$60,000 will mean that some teachers will be required to curtail their education.

### *School District Proposal*

Significant changes are proposed by the School District:

The Board will reimburse tuition paid for earned credits to full-time professional employees ~~and~~ at fifty (50%) percent of tuition paid to ~~regular part-time professional employees.~~

## Section 6.01

~~Beginning on July 1, 2013~~ The District agrees to pay ~~the actual cost of~~ **fifty (50) percent** tuition per credit hour earned up to

the Bloomsburg University rate not to exceed nine (9) credits per fiscal year for professional employees holding a Level I certificate. Professional employees who hold a Level II certificate shall be limited to reimbursement of six (6) credits per fiscal year up to the Bloomsburg University rate. ~~Professional employees will be limited to only six (6) online or video credits per fiscal year.~~ Employees may request additional video or online course credits for reimbursement if the classes required for their Master's Degree or Doctorate are only offered in online or video instruction. Carryover of credits for reimbursement from year to year shall not be permitted and classes shall only be reimbursed for the school year the classes were completed.

A credit reimbursement limitation shall be in effect. The annual maximum shall be \$60,000, and any unused monies shall be rolled over to the next year only (to a maximum of \$10,000). The fiscal year annual allotment must be spent before the rollover monies are applied.

Employees already enrolled in courses for the upcoming year shall receive first preference toward the annual allotment.

Employees who are taking credits toward the application of a Level II Certification shall receive second preference toward the annual allotment.

Employees who are in an approved program, as described in 6.02, shall receive third preference toward the annual allotment.

The remaining applications shall be reviewed by the superintendent, in order to provide for the most educationally beneficial professional development from the annual allotment.

The District will provide the President of WREA with an accounting of the pool on a monthly basis, beginning at the commencement of this CBA.

Professional employees must submit their plan of intention to take courses to the superintendent for approval by May 1<sup>st</sup> for next fiscal years' tuition reimbursement allotment. A professional employee shall reserve the right to change courses and/or schools should it become necessary because of circumstances beyond the employee's control. Such professional employee shall be obligated to notify the superintendent of needed changes and reasons for such changes. No credit request will be approved unless the course requested bears a clear relationship to the employee's professional growth as it relates to the Warrior Run School District. The educational incentive will be approved for payment providing the employee has presented an official grade transcript or grade sheet and receipt of payment from an accredited college or university and continues in the employ of the district for the next two (2) full semesters after the completion of said course. Payment will be made following the next scheduled Board meeting if submitted at least seven (7) working days prior to the meeting. Credits earned under grants or other financial subsidies which apply to tuition cost are not eligible for reimbursement.

According to the School District, this proposal does not result in a cut to funds for tuition reimbursement, but rather, represents a method for the District to accurately budget for tuition costs. The figure is based off an average and covers the amount of money typically spent by teachers for tuition costs.

#### *Fact Finder's Recommendation*

It should be in everyone's interest to encourage further education of professionals teaching students. A tuition reimbursement does just that. Because the amount of money spent by the District in this category is quite minimal in relationship to a 20 million dollar budget, there has been no showing of a need to change the tuition reimbursement scheme already in place.

#### **Recommended New Agreement**

**NO CHANGE.**

#### **ARTICLE VII – INSURANCE BENEFITS**

##### *Current Agreement*

##### **Section 7.01 - Hospitalization/Medical Coverage**

The District agrees to pay the monthly premium for a PPO or HMO hospitalization and medical plan for each eligible full-time and full-time substitute professional employee and their eligible dependents. The District agrees to pay fifty (50%) percent of the premium for each eligible regular part-time professional employee who agrees to pay fifty (50%) percent on the premium for the full term of their contract.

The District will offer the \$500/\$1,500 Deductible plans as provided by the CS Trust. The District agrees to establish an

HRA (Health Reimbursement Account) that will pay members deductible expenses in full. All employees shall be automatically enrolled in the plan of their choice at the open enrollment period. A copy of each health plan will be attached to this agreement for informational purposes only.

Each employee shall contribute ten (10%) percent of the premium cost attributed to the employee's health insurance.

#### *Association Proposal*

The Association presents financial data that the two agreed-upon plans resulted in a \$500,000 savings over the course of the last three years. It resists changes to the premium contribution and the deductibles.

#### *School District Proposal*

### **Section 7.01 - Hospitalization/Medical Coverage**

The District agrees to pay the monthly premium for a ~~PPO or HMO~~ hospitalization and medical plan for each eligible full-time and full-time substitute professional employee and their eligible dependents— **A spouse who is employed elsewhere and is eligible to receive medical benefits through his/her employer is excluded from coverage under the District Plan. If the spouse is not eligible to receive medical benefits through his/her employer, the employee may enroll the spouse and pay the additional cost. The District will use the CS Trust as providers for hospitalization and medical insurance unless providers outside of the CS Trust offer comparable coverage.** The District agrees to pay fifty (50%) percent of the premium for each eligible regular part-time professional employee who agrees to pay fifty (50%) percent on the premium for the full term of their contract.

**The employee contribution schedule will represent a percent of the lowest cost \$500/\$1,500 deductible plan. Employees are responsible for 100% of a buy up to a more expensive plan offered.**

The District will offer the \$500/\$1,500 Deductible plans as provided by the CS Trust. The District agrees to establish an HRA (Health Reimbursement Account) that will pay ~~members deductible expenses in full~~ **\$250/\$750 of the deductible to be reimbursed after the employee satisfies the first \$250/\$750 of the deductible.** All employees shall be automatically enrolled in the plan of their choice at the open enrollment period. A copy of each health plan will be attached to this agreement for informational purposes only.

Each employee shall contribute ~~ten (10%)~~ **the following** percent of the premium cost attributed to the employee's health insurance::

- **2015-2016 - 11%**
- **2016-2017 - 12%**
- **2017-2018 - 13%**
- **Each employee will also be responsible for paying the full cost over 8% increase in any given year**

This health insurance change is offered to help the District keep up with the escalating costs of healthcare, reduce, through consumer awareness, unnecessary health care costs and maintain quality health care for the teaching staff. See financial analysis for further economic impact of health care.

The insurance opt-out provisions are designed to provide an alternative for employees who have health care coverage elsewhere. Paragraph C is offered to encourage those who have health care coverage elsewhere to opt-out by offering a sliding scale in which the more employees that opt-out, the more the District will pay for the opt-out. Paragraph D relieves the employees opting out from paying a premium share. Paragraph E is consistent with insurance laws which do not allow for duplication of coverage. Paragraph F creates a workable timeline for opt-out while Paragraph G returns an employee's right to re-enroll.

#### *Fact Finder's Recommendation*

Health care costs for all staff, not just teachers, have increased from \$706,464 in 2004-2005 to \$1,384,568 actual cost in 2013-14. These figures exclude the amounts paid to teachers who do not use the District's health care plan (41 in 2014-15).

The parties have agreed to a two-tiered offering consisting of Capital Blue Cross PPO \$500 per member/\$1,500 per family deductible plan or the Geisinger Health Plan HMO \$500/\$1,500 plan. It is the amount of contribution by the teachers and the payment of deductibles which must be decided.

The Fact Finder cannot accept the School District's proposal that the employee contributions toward premium costs should

be increased substantially or that they be responsible for the full cost over 8% increase in any given year. Contributions should increase modestly, but not as much as proposed by the District. Nevertheless, more contribution toward the deductible is reasonable as everyone must share in the pain of health care cost increases.

The recommendation grants some relief to the School District in the area of deductibles, freezes the contribution for premiums at 10% for the first year in recognition of this, and raises slightly the premium contribution in the second and third years.

### **Recommended New Agreement**

**The District will offer the \$500/\$1,500 Deductible plans as provided by the CS Trust. The District agrees to establish an HRA (Health Reimbursement Account) that will pay the first \$250/\$750 of the deductible. Any additional deductible must be paid by the employee. All employees shall be automatically enrolled in the plan of their choice at the open enrollment period. A copy of each health plan will be attached to this agreement for informational purposes only.**

**Each employee shall contribute the following percent of the premium cost attributed to the employee's health insurance:**

- **2015-2016 - 10%**
- **2016-2017 - 11%**
- **2017-2018 - 11%**

### *Current Agreement*

#### **Section 7.08 - Payment in Lieu of Hospitalization Coverage**

The District shall provide two thousand five hundred dollars (\$2,500.00) each school year for any bargaining unit member who is the dependent spouse or another bargaining unit member or who voluntarily chooses and is able to obtain medical insurance through a party other than the Warrior Run School District. In order to execute his/her rights under this option, the Employee must fully execute the "Waiver of Health Insurance Benefit Form", (Appendix "D"). Payment in Lieu of Hospitalization Coverage is to be based on a year beginning September 1 and ending August 31. This amount shall be paid in two (2) equal payments - \$1,250.00 the first pay day in December and \$1,250.00 the final pay in June. A bargaining unit member who had obtained other coverage and had waived coverage shall be entitled to reinstate his/her insurance coverage as provided for in Section 125 of the Internal Revenue Code. Once the insurance coverage is reinstated, the extra payment shall be pro-rated for the amount of time the Employee did not have insurance. The District shall establish this provision in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code as amended.

### *Association Proposal*

Employees who elect to not participate in the employer's medical insurance plans shall receive twenty-five (25) percent of the cost of the plan.

The goal of a medical disenrollment provision is to incentivize those employees who can enroll in an alternate health care plan (spouse's plan) to reduce the cost to the employer.

### *School District Proposal*

#### **Section 7.08 - Payment in Lieu of Hospitalization Coverage**

The District shall provide two thousand five hundred dollars (\$2,500.00) each school year for any bargaining unit member who is the dependent spouse or another bargaining unit member or who voluntarily chooses and is able to obtain medical insurance through a party other than the Warrior Run School District. In order to execute his/her rights under this option, the Employee must fully execute the "Waiver of Health Insurance Benefit Form", (Appendix "D"). Payment in Lieu of Hospitalization Coverage is to be based on a year beginning September 1 and ending August 31. This amount shall be paid in two (2) equal payments - \$1,250.00 the first pay day in December and \$1,250.00 the final pay in June. A bargaining unit member who had obtained other coverage and had waived coverage shall be entitled to reinstate his/her insurance coverage as provided for in Section 125 of the Internal Revenue Code. Once the insurance coverage is reinstated, the extra payment shall be pro-rated for the amount of time the Employee did not have insurance. The District shall establish this provision in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code as amended.

Employees shall have the right to opt out of the District-offered Health Care Plan in exchange for monetary compensation.

**B. Half-time employees who elect to opt out of the Health Care Plan shall receive annual compensation in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250). Payment shall be made by separate check in two equal installments of Six Hundred Twenty-five Dollars (\$625) the first pay day in December and Six Hundred Twenty-five Dollars (\$625) the final pay in June in of each year of participation, so long as the participating employee is actively employed and in compensable status at the time payment is made.**

**C. The current opt-out rate of \$2,500 will be increased, as follows, if the applicable minimum numbers of employees elect the option:**

**If a minimum of \_\_\_\_\_ employees elect to opt-out, the rate will increase to a total of \$2,875.**

**If a minimum of \_\_\_\_\_ employees elect to opt-out, the rate will increase to a total of \$3,250.**

**If a minimum of \_\_\_\_\_ employees elect to opt-out, the rate will increase to a total of \$3,625.**

**If a minimum of \_\_\_\_\_ employees elect to opt-out, the rate will increase to a total of \$4,000.**

**Part-time rates shall be 50% of above full-time rates.**

**D. Employees who elect compensation in lieu of health care insurance shall not be required to make premium share payments in those years during which they are receiving such compensation.**

**E. Married couples employed by the School District are ineligible for participation in the opt-out program; however, their premium share will be reduced to one-half the applicable rate provided for in the Parties' Collective Bargaining Agreement.**

**F. Participating employees must notify the School District Business Office annually of their intent to waive the School District's health care plan and to participate in the opt-out program. Notice must be given by *May 31* prior to a September enrollment or by November 30, if enrollment is to commence in January. Newly hired employees shall have thirty [30] days from the first active date of employment to waive the health care plan and elect to participate in the opt-out program. Compensation will be prorated for program enrollment that is less than one year in duration. Employees who opt out shall be prohibited from re-enrolling that year, except in the event of a "life changing event".**

**G. Participating employees have the right to re-enroll in the District-offered Health Care Plan by electing not to "opt out" for the next contract (benefit) year (and subsequently enrolling at the time of open enrollment) or sooner in the event of a "life changing event" .**

The Association seeks to increase payment for opt-out of health benefits from \$2,500 to 25%. This cost is excessive and will result in an unjustified windfall.

*Fact Finder's Recommendation*

Increasing the payment for opt-out based entirely upon a "percentage of cost" will be very difficult to implement because the actual costs will fluctuate over the life of the Agreement and may, in fact, be difficult to determine per teacher. Similarly, basing the payment on the number of teachers who "opt out" seems unwieldy. There is no reason to believe that anyone would opt out unless they have benefits elsewhere and maximizing the fee based upon the number who opt out is not a true incentive. The group has no control over the number who opt out.

A flat fee will be much easier to apply. However, an increase to \$3,000 for opt-out will recognize that each teacher opting out will save the District significant dollars. Half this amount for half time employees is fair.

The balance of the School District's language is procedural and makes clear the notification and right to re-enroll requirements. This will be recommended.

**Recommended New Agreement**

**Section 7.08 - Payment in Lieu of Hospitalization Coverage**

**A. The District shall provide **three thousand dollars (\$3,000.00)** each school year for any bargaining unit member who is the dependent spouse or another bargaining unit member or who voluntarily chooses and is able to obtain medical insurance through a party other than the Warrior Run School District. In order to execute his/her rights under this option, the Employee must**

fully execute the “Waiver of Health Insurance Benefit Form”, (Appendix “D”). Payment in Lieu of Hospitalization Coverage is to be based on a year beginning September 1 and ending August 31. This amount shall be paid in two (2) equal payments - **\$1,500.00** the first pay day in December and **\$1,500.00** the final pay in June. A bargaining unit member who had obtained other coverage and had waived coverage shall be entitled to reinstate his/her insurance coverage as provided for in Section 125 of the Internal Revenue Code. Once the insurance coverage is reinstated, the extra payment shall be pro-rated for the amount of time the Employee did not have insurance. The District shall establish this provision in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code as amended.

**B. Half-time employees who elect to opt out of the Health Care Plan shall receive annual compensation in the amount of One Thousand Five Hundred Dollars (\$1,500). Payment shall be made by separate check in two equal installments of Seven Hundred Fifty Dollars (\$750) the first pay day in December and Seven Hundred Fifty Dollars (\$750) the final pay in June in of each year of participation, so long as the participating employee is actively employed and in compensable status at the time payment is made.**

**C. Employees who elect compensation in lieu of health care insurance shall not be required to make premium share payments in those years during which they are receiving such compensation.**

**D. Married couples employed by the School District are ineligible for participation in the opt-out program; however, their premium share will be reduced to one-half the applicable rate provided for in the Parties’ Collective Bargaining Agreement.**

**E. Participating employees must notify the School District Business Office annually of their intent to waive the School District’s health care plan and to participate in the opt-out program. Notice must be given by May 31 prior to a September enrollment or by November 30, if enrollment is to commence in January. Newly hired employees shall have thirty [30] days from the first active date of employment to waive the health care plan and elect to participate in the opt-out program. Compensation will be prorated for program enrollment that is less than one year in duration. Employees who opt out shall be prohibited from re-enrolling that year, except in the event of a “life changing event”.**

**F. Participating employees have the right to re-enroll in the District-offered Health Care Plan by electing not to “opt out” for the next contract (benefit) year (and subsequently enrolling at the time of open enrollment) or sooner in the event of a “life changing event.”**

*Current Agreement*

**Section 7.10 – Cost Control Provision**

Should the premiums for health insurance increase by more than eight (8%) percent in any year of this Agreement, the District shall be able to investigate and contract for essentially equal coverage through a new carrier. The Association will be provided with copies of all proposals received by the District and will be permitted to have a representative at all meetings between the District and any health insurance provider(s) prior to any change in carrier. The District shall be limited to one change in carriers under this provision during the term of this Agreement.

*Association Proposal*

The ACA is actually a tax on the insurance carrier, not on the purchaser of the health care coverage. According to the Association, the health care plan offered by the School District is not a “Cadillac” plan and the 2018 excise tax is not likely to apply. Therefore, there should be no need for bargaining again over the health care coverage.

*School District Proposal*

The School District wants the following additional language:

**Section 7.10 – Cost Control Provision**

**(A) ~~Should the premiums for health insurance increase by more than eight (8%) percent in any year of this Agreement, t~~ The District shall be able to investigate and contract for essentially equal **comparable** coverage through a new carrier. The Association will be provided with copies of all proposals received by the District and will be permitted to have a representative at all meetings between the District and any health insurance provider(s) prior to any change in carrier. The District shall be limited to one change in carriers under this provision during the term of this Agreement.**

**(B) Should the District receive notice that the Health Insurance Premiums will, under the Affordable Care Act**

**(ACA), be subject to the ACA excise tax, the parties will immediately commence bargaining over how to reduce premiums to avoid the excise tax. The parties agree to make themselves available to meet at least once per week in this effort.**

**(C) If after sixty (60) days, agreement is not reached, the parties agree to submit the issue of how to reduce the premium to a level that falls below the excise tax to “last best offer” binding arbitration pursuant to Act 195. An arbitrator, selected from the Pennsylvania Bureau of Mediation (who would have been notified by the thirtieth (30) day of negotiations) will issue a decision forty (40) days from the sixty-first (61<sup>st</sup>) day after the notice of the excise tax.**

**(D) This agreement shall remain in effect until jointly removed by the Association and the District.**

The District can no longer afford to offer health care without insisting upon an excise-tax liability escape hatch. This provision, accepted by other PSEA locals, creates a compromise that will be worked out by the parties through bargaining, and if need be, expedited bargaining. The excise tax is expected to start in 2018 and will be based on premium rates of the 2016-2017 school year.

#### *Fact Finder's Recommendation*

In any event, no excise tax is expected to begin until 2018. The Fact Finder has recommended a three-year contract and the parties will begin negotiation at the beginning of 2018. If this is an issue at that time, it can be ironed out during bargaining for the next contract. The School District already has an escalator of 8 percent which will trigger the ability to look for a new carrier. This should be sufficient protection for the School District and provide for needed stability in health benefits for the professionals in this unit over the course of this Agreement.

#### **Recommended New Agreement**

**NO CHANGE.**

#### **ARTICLE IX – PERSONAL LEAVE, Section 9.01**

##### *Current Agreement*

Two (2) days personal leave will be available in each year per full-time, full-time substitute, and regular part-time professional employee. To be eligible for the two (2) days personal leave employees must be employed at the beginning of the school year. Employees hired during the school year will be provided two (2) days if employed prior to December 31 and one (1) day if employed thereafter. Part-time professional employees will be paid pro rata.

- (A) No personal days shall be taken during the first five (5) days of the school year or during the last twenty-five (25) days of the school year unless the teacher requests the personal day or days with twenty (20) calendar days notice. In any circumstance a request for personal days' leave may be granted at the sole approval of the Building Principal.
- (B) Twenty-four (24) hour notice be given on the proper form to the Principal or building head in charge.
- (C) Not more than two (2) employees from each building shall take a personal day on any one day.
- (D) Personal days not used in any one year of the agreement period by the Employee may be accumulated in the next year of the Agreement. At no time may an Employee utilize more than five (5) days in any one year. Any request for more than three (3) consecutive days must be approved by the Superintendent and may be denied based on the educational needs of the District. Unused accumulated personal days may be carried from this Agreement to the next contractual Agreement.
- (E) Paragraphs (A), (B), and (C) may be waived by the building head or Principal in the event of a bona fide emergency.
- (F) Any professional employee who has not used up his accumulated personal days on the date of retirement will receive sixty five dollars (\$65.00) for each unused personal day. Regular part-time professional employees will receive thirty-two dollars and fifty cents (\$32.50) for each unused personal day. This amount will be paid through a non-elective employer contribution to the Employee's 403(b) retirement plan within fifteen (15) days of the Employee's last day of service.

##### *Association Proposal*

Employees shall receive four (4) personal days annually. Restrictions relating to utilization of personal days (except the cap

on the number of employees using a personal day on a given day) shall be removed from the CBA.

Public school employees follow a strict work year calendar. The job of these employees is intensive and exhaustive. Many areas of employment require employees to bring their work home with them (grading papers, IEP writing, creating tests, lesson planning, etc.). Personal days afford employees the opportunity to bring some added balance to their personal life.

#### *School District Proposal*

The Association seeks to increase personal days to 4 and to remove usage restrictions. For educational reasons, the District cannot agree to adding more time off for the teachers. Moreover, the current number of days off, 2, has proven sufficient.

The removal of restrictions for use of personal days would allow teachers to miss work at highly inopportune times and to take scheduled vacation mid-school year. This practice is educationally unsound.

#### *Fact Finder's Recommendation*

The current restrictions on the use of personal leave are designed to allow the District to provide necessary staffing and should not be eliminated. There has been no showing by the Association that these are onerous. Further, the grant of additional days off is really a matter of cost for providing substitutes. Consequently, it is another economic item which must be considered in relationship to other costs such as salary increases and health care contributions. Because the Fact Finder has recommended other financial benefits to members of this unit, the Association's request for additional personal leave will be denied.

### **Recommended New Agreement**

**NO CHANGE.**

## **ARTICLE X – SEVERANCE AND EARLY RETIREMENT**

### *Current Agreement*

#### **Section 10.01- Severance**

Employees who retire prior to June 30, 2014 will receive a lump sum payment of three thousand dollars (\$3000) which will be paid as follows:

- (A) For thirty-five (35) or more years of service with at least ten (10) years to the Warrior Run School District.
- (B) For thirty (30) or more years of service with at least fifteen (15) years to the Warrior Run School District.
- (C) Eligible employees must submit an irrevocable letter of resignation to the Board ninety (90) calendar days before they retire.

#### **Section 10.02 - Early Retirement**

Any bargaining unit member who is 52 years of age or older on the date of retirement will be granted a settlement of sixty dollars (\$60.00) for each sick day accumulated to date plus one hundred ten dollars (\$110.00) for each year of service in the District.

To be eligible, an employee must submit an irrevocable letter of resignation to the Board ninety (90) calendar days before they retire.

#### **Section 10.03**

All disbursements under this Article will be through a non-elective employer contribution to the Employee's 403(b) retirement plan within fifteen (15) days of the Employee's last day of service. The Employee will have no cash option.

### *Association Proposal*

The Association wants no change to this "thank you" for continued, long-term service to the School District.

**Section 10.01- Severance**

Employees who retire prior to June 30, 2014 will receive a lump sum payment of three thousand dollars (\$3000) which will be paid as follows:

- (A) ~~For thirty five (35) or more years of service with at least ten (10) years to the Warrior Run School District.~~
- (B) ~~For thirty (30) or more years of service with at least fifteen (15) years to the Warrior Run School District.~~
- (C) ~~Eligible employees must submit an irrevocable letter of resignation to the Board ninety (90) calendar days before they retire.~~

**Section 10.02 - Early Retirement**

Any bargaining unit member who is 52 years of age or older on the date of retirement will be granted a settlement of sixty dollars (\$60.00) for each sick day accumulated to date. ~~plus one hundred ten dollars (\$110.00) for each year of service in the District.~~

To be eligible, an employee must submit an irrevocable letter of resignation to the Board ninety (90) calendar days before they retire.

The District points out that the severance provisions of Section 10.01 expired at the end of 2014 and should not be reinstated. The District's economic status makes it difficult enough to pay for current active employees. The severance bonus simply pays employees for leaving. It is sufficient to have a retirement incentive as set forth in Section 10.02. Both payouts are unwarranted.

*Fact Finder's Recommendation*

Except for the obvious economic reasons, the School District made no showing that these provisions have caused a problem. It appears that the severance payment is limited to those who meet very stringent requirements of long-term service to the profession and to the District. The Fact Finder sees no reason to disturb the payment for early retirement in Section 10.02. Similarly, the severance payment of \$3,000 to those very few who will meet the requirements before the end of this contract is reasonable. Only 32 individuals will reach the last salary step over the life of the contract. How many of those 32 will meet the criteria and decide to retire is unknown, but it is doubtful that it could be more than a very few. To deny these benefits to those unit members who will retire during the new Agreement and who have looked forward to these benefits is punitive and not justified. Consequently, these three provisions are recommended to be retained in the new Agreement.

**Recommended New Agreement**

*Section 10.01- Severance*

Employees who retire **prior to June 30, 2018** will receive a lump sum payment of three thousand dollars (\$3,000) which will be paid as follows:

- (A) For thirty-five (35) or more years of service with at least ten (10) years to the Warrior Run School District.
- (B) For thirty (30) or more years of service with at least fifteen (15) years to the Warrior Run School District.
- (C) Eligible employees must submit an irrevocable letter of resignation to the Board ninety (90) calendar days before they retire.

*Section 10.02 - Early Retirement*

Any bargaining unit member who is 52 years of age or older on the date of retirement will be granted a settlement of sixty dollars (\$60.00) for each sick day accumulated to date plus one hundred ten dollars (\$110.00) for each year of service in the District.

To be eligible, an employee must submit an irrevocable letter of resignation to the Board ninety (90) calendar days before they retire.

*Section 10.03*

All disbursements under this Article will be through a non-elective employer contribution to the Employee's 403(b) retirement plan within fifteen (15) days of the Employee's last day of service. The Employee will have no cash option.

**ARTICLE XII – MISCELLANEOUS PROVISIONS**

*Current Agreement*

**Section 12.09 - Contracted School Days**

The school year shall consist of 187 teacher workdays. All days above the pupil instructional days shall be utilized as additional pupil instruction or professional development days as deemed necessary by the Administration and the Board of School Directors

The length of a teacher's workday shall be seven hours and fifteen minutes (7:15) a day as scheduled by the District.

The Administration shall be able to schedule one (1) professional meeting a month for each professional employee in the District. The meeting shall not be more than forty-five (45) minutes in duration. The meeting shall begin at the end of the employees regularly scheduled work day.

The Administration shall give no less than ten (10) working days' notice of said meeting time and location. Professional employees shall be required to attend the meetings unless they have requested and received prior approval from the Administration for the absence. Employees who are granted an absence will be responsible for obtaining the information discussed during these professional meetings and shall be responsible for applying or adhering to the information discussed during these professional meetings. The Administration shall inform the absent employees how to obtain the information discussed during the meeting.

*Association Proposal*

The work year shall consist of 185 work days. 180 days shall be for pupil instruction. The remaining five (5) days shall be non-instructional. Three of the five non-instructional days shall be employee self-directed for the purpose of satisfying obligations of employment. These days shall be scheduled on the work day immediately prior to the first pupil day, a work day prior to the end of the first quarter, and a work day prior to the end of the third quarter.

Employee self-directed days allow for employees to satisfy their obligations of employment, provide opportunity for professional collaboration, and perform ministerial work.

*School District Proposal*

The Association seeks to reduce the work year from 185 days to 180 days and to make 3 of the 5 in-service days self-directed. The District cannot agree to this reduction in the work year as increasingly greater demands are placed upon the District by the state and federal government. The District believes it could use additional work time and has requested such by requesting a provision using "late-start" and "early dismissal" time as professional development time. The requested language is: "Lost time resulting from late starts and early dismissal may be made up at the District's discretion for educational purposes." For the same reasons, the District disagrees with increasing self-directed in-services. Administrators must plan carefully to provide all appropriate training and guidance to its staff.

*Fact Finder's Recommendation*

The length of the current school year is consistent with other districts and includes a reasonable amount of professional development time. The notice requirements seem fair and adequate to allow teachers to plan their schedules.

With respect to the makeup of lost time from late starts and early dismissals with "educational" purposes at the discretion of the District, this proposal does not result in more teaching time for students, simply more time for teachers who are just as inconvenienced by these late starts and early dismissals. The length of the school year will not be reduced, but neither will the teachers be required to make up the late starts or early dismissals.

No change is warranted.

## **Recommended New Agreement**

**NO CHANGE.**

### **Section 12.10- Family Illness**

#### *Current Agreement*

An Employee may use a maximum of three (3) of their accumulated sick leave days during each school year for injury or illness to a parent, child, spouse, sibling, or grandchild of said employee.

The contract provides for a sick leave bank to benefit the Employees of the District. The mechanics of the implementation of the bank will be resolved by the joint effort and approval of the District and the Association.

#### *Association Proposal*

The Association proposes that any accrued sick leave days (no limitation) be utilized for instances of family illnesses.

#### *School District Proposal*

The School District opposes this request because it believes that it will result in excessive absenteeism. It points out that Association members have use of the Family Medical Leave Act (FMLA) for this purpose.

#### *Fact Finder's Recommendation*

The Association has presented no evidence that the current system of restricting this usage to a maximum of three days in any one school year has caused a hardship to its members. The recommendation is to make no change to this provision.

## **Recommended New Agreement**

**NO CHANGE.**

## **ARTICLE XIII – JOB SECURITY AND JOB PROGRESSION**

#### *Current Agreement*

### **Section 13.02- Vacancy Notification**

The District will notify all employees of vacancies which it wishes to fill and which occur due to resignation, retirement, death, dismissal, or creation of a new position. Such notification shall be posted in all buildings, on the District's web page, and a copy given to the Association president at least ten (10) work days before the vacancy is filled. The ten (10) day notification will not apply to vacancies which result from internal transfers. Vacancy notifications will include the building, grade level, subject area, certification requirements, and the date the vacancy is to be filled. Current employees may apply for such vacancies and will be given consideration provided they have proper certification.

### **Section 13.03 – Voluntary Transfers**

Teachers who desire to be transferred to another teaching position within the District will make such request to the Superintendent in writing. The request should include the grade level and/or subject to which the teacher desires to be assigned and the building to which he or she desires to be transferred. Transfers will be at the discretion of the District. The Administration shall notify teachers who have made such requests in writing if the request is denied.

#### *Association Proposal*

**Voluntary Transfers:** In the event of an open position the most senior certified employee who bids on the position shall be awarded the position.

**Involuntary Transfers:** There shall be no involuntary transfers. In the event no employee applies for an open position and no outside candidate applies for the position, the least senior employee shall be transferred.

**Postings:** All positions shall be posted in each building for fifteen (15) work days. The length of time for postings may be

changed by mutual agreement of the Association and District.

**Summer Months:** All members shall be notified by email, text, and/or telephone of all open positions. Employees shall have ten (10) days following notification to apply. In the event the tenth day falls on a holiday, weekend, or any other day for which the District's Central Office is closed, the last day to apply shall be the first work day after the holiday, weekend, or school closure.

**Vacancy:** A vacancy shall be defined as any position which opens as a result of but not limited to retirement, resignation, death, termination for any reason or the establishment of a newly created position.

**Copies of Postings:** The Association President shall be provided a copy of all positions and the names of the applicants for each posting.

These proposed provisions would make changes to the way in which vacancies are filled and would emphasize the use of seniority in filling the positions. The Association requests a slightly longer period of posting and a more complicated procedure for notification during the summer months.

#### *School District Proposal*

The School District opposes the request to use seniority for professional transfers arguing that certificated managerial employees are trained and given the responsibility for evaluating employees. Although all employees may be deemed satisfactory, it is a managerial prerogative to assign and direct employees in a way which would best serve the School District. Managerial decisions on employees' skills, abilities, and special talents are reserved for the administration.

#### *Fact Finder's Recommendation*

The filling of positions by seniority would represent a significant change in the process and would eliminate managerial prerogative to assign employees based upon skill and ability. However, giving employees a longer period—fifteen rather than ten days--to apply for a vacant position is reasonable and should open up the filling of vacancies to more Association members. The notice requirements for the summer are onerous for the School District to implement and will be rejected.

#### **Recommended New Agreement**

### **ARTICLE XIII – JOB SECURITY AND JOB PROGRESSION**

#### **Section 13.02- Vacancy Notification**

The District will notify all employees of vacancies which it wishes to fill and which occur due to resignation, retirement, death, dismissal, or creation of a new position. Such notification shall be posted in all buildings, on the District's web page, and a copy given to the Association president at least **fifteen (15) work days** before the vacancy is filled. The **fifteen (15) day notification** will not apply to vacancies which result from internal transfers. Vacancy notifications will include the building, grade level, subject area, certification requirements, and the date the vacancy is to be filled. Current employees may apply for such vacancies and will be given consideration provided they have proper certification.

#### **Section 13.03- Voluntary Transfers**

Teachers who desire to be transferred to another teaching position within the District will make such request to the Superintendent in writing. The request should include the grade level and/or subject to which the teacher desires to be assigned and the building to which he or she desires to be transferred. Transfers will be at the discretion of the District. The Administration shall notify teachers who have made such requests in writing if the request is denied.

### **ARTICLE XVII - TERM OF AGREEMENT**

#### *Current Agreement*

The term of this Agreement shall begin on July 1, 2011 and shall continue in full force and effect until midnight, June 30, 2015 or until such a later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be extended by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

#### *Association Proposal*

The Association proposes that the parties enter into a five year agreement and argues that a five year agreement would

provide:

- a. long term planning for the employer
- b. long term planning for the employee
- c. a platform to assist labor peace and stability

*School District Proposal*

The District seeks a three-year term because of economic unknowns as well as the political funding dispute currently ongoing in Harrisburg.

*Fact Finder's Recommendation*

Under the current economic situation in which health care costs, particularly, are unpredictable over the long term, it is recommended that a three-year term would be appropriate and best satisfy the needs of both parties.

**Recommended New Agreement**

**The term of this Agreement shall begin on July 1, 2015 and shall continue in full force and effect until midnight, June 30, 2018 or until such a later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be extended by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.**

*Current Agreement*

**APPENDIX B  
INTERSCHOLASTIC SALARY SCHEDULE**

All athletic programs will be supervised by a coach/coaches. The employer has the sole discretion to authorize and/or eliminate any program or position. Members of the bargaining unit will be given first consideration when hiring coaches for available positions. Final selection of coaches will be at the discretion of the board.

ADDITIONAL ITEMS:

- 1. Any coach who exceeds the schedule will be given the highest increment on the schedule for that position.

<b>SPORT</b>	<b>POSITION</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
FOOTBALL	HEAD	\$5,593	\$5,593	\$5,618	\$5,643
	V ASST	\$3,534	\$3,534	\$3,559	\$3,584
	HEAD JR HIGH	\$3,123	\$3,123	\$3,148	\$3,173
	ASST JR HIGH	\$2,741	\$2,741	\$2,766	\$2,791
SOCCER	HEAD	\$3,502	\$3,502	\$3,527	\$3,552
TRACK, GOLF	V ASST	\$2,585	\$2,585	\$2,610	2,635
BASEBALL	HEAD JR HIGH	\$2,093	\$2,093	\$2,118	\$2,143
SOFTBALL	ASST JR HIGH	\$1,704	\$1,704	\$1,729	\$1,754
CROSS COUNTRY	HEAD JR. HIGH			\$1,275	\$1,300
BASKETBALL	HEAD	\$4,979	\$4,979	\$5,004	\$5,029
WRESTLING	V ASST	\$3,341	\$3,341	\$3,366	\$3,391
	HEAD JR HIGH	\$2,767	\$2,767	\$2,792	\$2,817
	ASST JR HIGH	\$2,301	\$2,301	\$2,326	\$2,351

CHEERLEADING	HEAD	\$3,502	\$3,502	\$3,527	\$3,552
	HEAD JR HIGH	\$2,120	\$2,120	\$2,145	\$2,170
<b>Maximum per year</b>					
V CHAPERONES		\$337	\$337	\$352	\$367
JR. HIGH CHAPERONES		\$168	\$168	\$183	\$198

**POSTSEASON**

Post season will include participation by any program except cross country and cheerleading in PIAA district, regional, or state playoff competition. Cross country will only be paid for state playoff competition. Cheerleading will be paid to accompany the football and/or basketball team should either team qualify for post season competition. Only varsity and assistant varsity coaches will receive post season payment.

<b>Payment Per Week</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
Varsity Coaches	\$75	\$75	\$115	\$155
Asst. Varsity Coaches	\$50	\$50	\$90	\$130
Cheerleading Advisor	\$50	\$50	\$90	\$130

*Association Proposal*

Most of these coaches are, indeed, teachers and the payments for coaching activities should remain in the Agreement. Most of these amounts are below market rate.

*School District Proposal*

The School District wants to eliminate this provision entirely. It is the District's position that athletic extracurricular pay schedules are not appropriately placed in the professional employees' pay schedules. Many of these employees are not even PSEA bargaining unit members, since they work outside the District. This matter should be addressed separately outside of this contract.

*Fact Finder's Recommendation*

Historically, the payment to coaches has been included in this Agreement and the Association contention that most are teachers has not been rebutted by the School District. The provision should remain but at the rates established for 2014-2015 throughout the three years of the new Agreement.

**Recommended New Agreement**

**NO CHANGE – The rates for the listed coaches will remain at the 2014-15 rates throughout the three-year agreement.**

*Current Agreement*

**APPENDIX C  
EXTRA-CURRICULAR ACTIVITIES SALARY SCHEDULE**

Extra-curricular directors will submit schedules to the principal prior to commencing activities. The employer has the sole discretion to authorize and/or eliminate any program or position. Members of the bargaining unit will be given first consideration when hiring extra-curricular directors for available positions. Final selection of directors will be at the discretion of the board.

<b>POSITION</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
<b>INSTRUMENTAL MUSIC</b>				
DIRECTOR	\$3,378	\$3,378	\$3,403	\$3,424
ASST DIRECTOR	\$1,858	\$1,858	\$1,883	\$1,908
FLAG/RIFLE ASST	\$1,092	\$1,092	\$1,117	\$1,142

**VOCAL MUSIC**

HS DIRECTOR	\$3,378	\$3,378	\$3,403	\$3,428
SET DESIGN	\$1,732	\$1,732	\$1,757	\$1,782
STAGE MANAGER	\$962	\$962	\$987	\$1,012
MS DIRECTOR	\$1,690	\$1,690	\$1,715	\$1,740

**LITERARY**

HS NEWSPAPER	\$1,640	\$1,640	\$1,665	\$1,690
HS YEARBOOK EDITOR	\$1,892	\$1,892	\$1,917	\$1,942
HS YEARBOOK FINANCE	\$1,012	\$1,012	\$1,037	\$1,062
MS NEWSPAPER	\$535	\$535	\$560	\$585
MSYEARBOOK	\$340	\$340	\$365	\$390

**CLASS ADVISOR**

10TH GRADE	\$316	\$316	\$341	\$366
11TH GRADE	\$445	\$445	\$470	\$495
12TH GRADE	\$580	\$580	\$605	\$630

**STUDENT COUNCIL**

MIDDLE SCHOOL	\$1,805	\$1,805	\$1,830	\$1,855
HIGH SCHOOL	\$1,805	\$1,805	\$1,830	\$1,855

**INTRAMURALS DIRECTOR**

ASST DIRECTOR	\$1,083	\$1,083	\$1,828	\$1,853
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**DRAMA**

HS DRAMA COACH	\$1,039	\$1,039	\$1,064	\$1,089
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*Association Proposal*

The Association wants a 1.25% increase in the first year and agrees to a freeze for the rest of the years.

*School District Proposal*

**APPENDIX C  
EXTRA-CURRICULAR ACTIVITIES SALARY SCHEDULE**

Extra-curricular directors will submit schedules to the principal prior to commencing activities. The employer has the sole discretion to authorize and/or eliminate any program or position. Members of the bargaining unit will be given first consideration when hiring extra-curricular directors for available positions. Final selection of directors will be at the discretion of the board.

	<del>2011-2012</del> 2014-2015	<del>2012-2013</del> 2015-2016	<del>2013-2014</del> 2016-2017	<del>2014-2015</del> 2017-2018
<b>INSTRUMENTAL MUSIC</b>				
DIRECTOR	\$3,378 <b>\$3,424</b>	\$3,378 <b>\$3,424</b>	\$3,403 <b>\$3,424</b>	\$3,424
ASST DIRECTOR	\$1,858 <b>\$1,908</b>	\$1,858 <b>\$1,908</b>	\$1,883 <b>\$1,908</b>	\$1,908
FLAG/RIFLE ASST	\$1,092 <b>\$1,142</b>	\$1,092 <b>\$1,142</b>	\$1,117 <b>\$1,142</b>	\$1,142

<b>VOCAL MUSIC</b>				
HS DIRECTOR	\$3,378	\$3,378	\$3,403	\$3,428
	<b>\$3,428</b>	<b>\$3,428</b>	<b>\$3,428</b>	
SET DESIGN	\$1,732	\$1,732	\$1,757	\$1,782
	<b>\$1,782</b>	<b>\$1,782</b>	<b>\$1,782</b>	
STAGE MANAGER	\$962	\$962	\$987	\$1,012
	<b>\$1,012</b>	<b>\$1,012</b>	<b>\$1,012</b>	
MS DIRECTOR	\$1,690	\$1,690	\$1,715	\$1,740
	<b>\$1,740</b>	<b>\$1,740</b>	<b>\$1,740</b>	
<b>LITERARY</b>				
HS NEWSPAPER	\$1,640	\$1,640	\$1,665	\$1,690
	<b>\$1,690</b>	<b>\$1,690</b>	<b>\$1,690</b>	
HS YEARBOOK EDITOR	\$1,892	\$1,892	\$1,917	\$1,942
	<b>\$1,942</b>	<b>\$1,942</b>	<b>\$1,942</b>	
HS YEARBOOK FINANCE	\$1,012	\$1,012	\$1,037	\$1,062
	<b>\$1,062</b>	<b>\$1,062</b>	<b>\$1,062</b>	
MS NEWSPAPER	\$535	\$535	\$560	\$585
	<b>\$585</b>	<b>\$585</b>	<b>\$585</b>	
MSYEARBOOK	\$340	\$340	\$365	\$390
	<b>\$390</b>	<b>\$390</b>	<b>\$390</b>	
<b>CLASS ADVISOR</b>				
10TH GRADE	\$316	\$316	\$341	\$366
	<b>\$366</b>	<b>\$366</b>	<b>\$366</b>	
11TH GRADE	\$445	\$445	\$470	\$495
	<b>\$495</b>	<b>\$495</b>	<b>\$495</b>	
12TH GRADE	\$580	\$580	\$605	\$630
	<b>\$630</b>	<b>\$630</b>	<b>\$630</b>	
<b>STUDENT COUNCIL</b>				
MIDDLE SCHOOL	\$1,805	\$1,805	\$1,830	\$1,855
	<b>\$1,855</b>	<b>\$1,855</b>	<b>\$1,855</b>	
HIGH SCHOOL	\$1,805	\$1,805	\$1,830	\$1,855
	<b>\$1,855</b>	<b>\$1,855</b>	<b>\$1,855</b>	
<b>INTRAMURALS DIRECTOR</b>				
	\$1,926	\$1,926	\$1,951	\$1,976
	<b>\$1,976</b>	<b>\$1,976</b>	<b>\$1,976</b>	
ASST DIRECTOR	\$1,083	\$1,083	\$1,828	\$1,853
	<b>\$1,853</b>	<b>\$1,853</b>	<b>\$1,853</b>	
<b>DRAMA</b>				
HS DRAMA COACH	\$1,039	\$1,039	\$1,064	\$1,089
	<b>\$1,089</b>	<b>\$1,089</b>	<b>\$1,089</b>	

Essentially, the School District proposes no increases in these amounts.

#### *Fact Finder's Recommendation*

Teachers who participate in extra-curricular activities are often called upon to devote large numbers of hours to this effort. In the prior Contract, the rates were increased a flat \$50 in the first year with no additional increases. A very modest increase of \$25 will be recommended, but only in the first year. This is a token payment reflecting the commitment made by these teachers.

#### **Recommended New Agreement**

**Each payment for extra-curricular activities will be increased \$25 in the first year of the Agreement and remain the same for the next two years.**

#### **Furloughs and Demotions**

##### *Current Agreement*

No current contract language.

### *Association Proposal*

In the event it becomes necessary to suspend (furlough) or demote a bargaining unit member, the suspension (furlough) or demotion will be effectuated on the basis of certification and seniority. The member with the least seniority shall be the first to be suspended (furloughed) or demoted. All members shall have realignment and recall rights.

The Association believes that it is imperative, should the employer seek to reduce staff size for any lawful purpose, that it be done in accordance with certification and seniority.

### *School District Proposal*

The Association seeks to incorporate the current School Code into the collective bargaining agreement so that if the legislature should make changes to the current law, such as furloughing by merit or for economic reasons, the changes will not be permitted by contract language. The District contends any changes by the legislature should be implemented. As such, referencing compliance with the terms of furlough and demotion provisions of the School Code is not appropriate.

### *Fact Finder's Recommendation*

The Pennsylvania School Code already provides that certification and seniority will be used to determine which bargaining member shall be furloughed in the event that a reduction in force is needed. These are significant protections. It is feared that attempting to explain these protections in the agreement may, in fact, limit those protections or subject the furloughed individuals to contractual grievance processes rather than statutory due process. The Association's request is, therefore, denied.

### **Recommended New Agreement**

**NO RECOMMENDED ADDITION.**

### **Act 153 Clearances**

#### *Current Agreement*

No current provision.

#### *Association Proposal*

**Fees for Clearances, Certifications, and Background Checks:** The employer agrees to reimburse employees for out-of-pocket expenses when securing required documentation pertaining to Local, State, and/or Federal requirements to maintain their continued employment (i.e. Clearance Statements, Certifications, FBI Reports, and State Police Reports).

According to the Association, it should be the employer who has an obligation to ensure that employees are properly certified by the State, and that it employs only those who have secured the appropriate clearances. These costs can be significant to bargaining unit members who have already paid dearly to be considered a candidate for employment – many of whom have incurred substantial debt (student loans) to become eligible employees.

#### *School District Proposal*

The Association seeks payment for state-mandated clearances and background checks. The recently passed law did not place such responsibility on the Districts even though it could have done so. The District believes that this is a financial responsibility of the individual. The District does not pay for any other state-mandated eligibility requirement to work as an educator in Pennsylvania.

#### *Fact Finder's Recommendation*

This is an economic item which must be considered in relationship to other costs such as salary increases and health care contributions. Because the Fact Finder has recommended other financial benefits to members of this unit, the Association's request for this reimbursement will be denied.

### **Recommended New Agreement**

**NO RECOMMENDED ADDITION.**

### **Planning Time**

*Current Agreement*

No current provision.

*Association Proposal*

Employees shall receive a daily, self-directed planning period for the purpose of allowing employees to satisfy their obligations of employment.

The responsibility of public sector employees--especially those who work in the field of public education--are labor intensive. Accountability with regard to IEPs, Section 504's, Gifted IEPs, high-stakes tests, and lesson planning are examples of this highly regulated work-place. A daily, self-directed planning period can provide the necessary time and access to resources for the success of both employees and their students.

*School District Proposal*

The Association seeks "self-directed" planning time. The District cannot commit to excluding this time from planned "group planning" or individual planning sessions with an administrator and staff. This is a serious educational concern to the District.

*Fact Finder's Recommendation*

While the concept of mandating a planning period has some appeal, the problem is that the School District must often shuffle professional staff to respond to last-minute absences and to allow for required meetings such as those for IEP's and Gifted IEP's which involve parents. Requiring a daily self-directed planning period is simply not workable.

**Recommended New Agreement**

**NO NEW PROVISION.**

**ALL OTHER MATTERS**

Any other matters not specifically addressed herein, if any, are recommended to be withdrawn. As noted above, any agreements mutually made prior to the commencement of the Fact Finding, if any, that are not specifically addressed in this Report are recommended to be included, as agreed upon, in the new Agreement.

Date: August 31, 2015  
Camp Hill, Pennsylvania

Debra K. Wallet  
Debra K. Wallet, Esquire  
Fact Finder