

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF THE FACT FINDING BETWEEN

CHELTENHAM EDUCATORS'	:	
ASSOCIATION, PSEA/NEA	:	
	:	FACT FINDING REPORT
and	:	CASE NO. ACT 88-11-20-E
	:	
SCHOOL DISTRICT OF	:	
CHELTENHAM TOWNSHIP	:	

HEARING:

FACT FINDER:
October 19, 2011
Elkins Park, PA

John M. Skonier, Esq.

FOR THE DISTRICT:

Jeffrey T. Sultanik, Esq.
District Labor Counsel

FOR THE
ASSOCIATION:

Deborah Willig, Esq.
Association Labor Counsel

Procedural History

Pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act, Act 195 of 1970 (PERA), notice was received by the Pennsylvania Labor Relations Board (PLRB) from the Bureau of Mediation that no agreement had been reached between the Cheltenham Educators' Association, PSEA-NEA (hereinafter Association) and the School District of Cheltenham Township (hereinafter District). By letter dated September 20, 2011, the PLRB appointed the undersigned to act as a fact finder, vested with the authority set forth above. Subsequent to such notice, the parties were duly notified and a hearing was held on October 19, 2011, in Elkins Park, Pennsylvania; at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses, and introduce documentary evidence in support of their respective positions. The matter is now ready for issuance of the subject Report.

The instant impasse involves unresolved issues with various sub-issues. This Report contains "recommendations" for these issues which constitute the settlement proposal upon which the parties are now required to act, as directed by statute and 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 rationales, but rather represents only an agreement to resolve the issues by adopting the recommendations. The parties are directed to review the Report and, within ten days of its issuance, notify the PLRB of their decision to accept or reject the recommendations.

RECOMMENDATIONS

TERM:

The District proposes a 2 year contract and the Association proposes a 3 year contract. Under the current economic conditions and in consideration of the fact that much of the first year has elapsed, a recommendation of a 3 year contract will be made.

Recommendation:

The term of this Agreement shall begin on July 1, 2011 and shall continue in full force and effect until June 30, 2014.

JOB SECURITY:

Article VI, Job Security and Job Progression, C. Guarantee of Employment, Section 1. Job Security, currently reads as follows:

1. Job Security - Those temporary professional employees and permanent professional employees (not long-term substitutes) employed before July 1, 1997, shall be guaranteed employment for the duration unless the employee shall:
 - a. fail to maintain his/her certification
 - b. be dismissed for immorality, incompetence, intemperance, cruelty, persistent negligence, mental derangement, advocacy of or participating in un-American or subversive doctrines, persistent and willful violation of the school laws of the Commonwealth as provided for in Section 1122 of the School Code.

The District seeks to delete this language from the collective bargaining agreement and provide the following language:

The school district reserves the right to eliminate any positions which, in its sole judgment, it deems necessary arising out of alteration of programs recommended by the Superintendent, concurred by the Board and (where necessary) approved by the Department of Education.

The Association argues that the language was the result of lengthy bargaining in which both sides gave something of value and should remain unchanged.

Recommendation:

No change is recommended, however, it is also recommended that the parties establish a bi-partisan joint committee to review the viability of sustaining an Industrial Arts Program in the District.

WORK DAY:

Article VII, Teaching Duties and Working Conditions, A. Employee Workday, Section 1., currently reads as follows:

The workday for professional employees in grades K-4 shall be seven (7) hours with a forty-five (45) minute lunch period. The professional employee workday for grades 5-12 shall not exceed seven (7) hours and fifteen (15) minutes with a forty-five (45) minute lunch period. Lunch shall be forty-five (45) minutes except on early dismissal days or days scheduled for state and federal required testing, or other special events not to exceed two (2) per year, such as building level fairs or multi-cultural festivals, when lunch may be scheduled for no less than thirty (30) minutes.

The District seeks to change this language as follows:

The workday for professional employees in grades K-4 shall be seven (7) hours and fifteen (15) minutes with a thirty (30) minute lunch period. The additional thirty minutes gained (15 from lunch plus 15 from 7.0 to 7.23) will be used for common planning time and staff meetings. The professional employee workday for grades 5-12 shall not exceed seven (7) hours and fifteen (15) minutes with a thirty (30) minute lunch period. The use for the additional 15 minutes each day shall be for additional instruction time and/or additional planning time. Lunch shall be thirty (30) minutes except on early dismissal days or days scheduled for state and federal required testing, or other special events not to exceed two (2) per year, such as building level fairs or multi-cultural festivals, when lunch may be scheduled for no less than thirty (30) minutes

The Association opposes any change in the existing language.

Recommendation:

The workday for K-8 shall be 7 hours and 15 minutes and the 15 minutes shall not be for instruction.

The workday for 9-12 shall be 7 hours and 15 minutes and the 15 minutes may be used for instruction.

Lunch shall remain 45 minutes for K-12.

WORK YEAR:

In Article VII, Teaching Duties and Working Conditions, B. Employee Work Year, Section 1., the District seeks to lengthen the work year for a portion of the bargaining unit.

The Association opposes any changes in this language.

Recommendation:

No change.

Work Year:

In Article VII, Teaching Duties and Working Conditions, B. Employee Work Year, Section 3., the District seeks to alter this language.

The Association opposes any changes in this language.

Recommendation:

No change.

WORK YEAR:

In Article VII, Teaching Duties and Working Conditions, B. Employee Work Year, Section 5., the Association seeks to alter this language.

The District opposes any changes in this language.

Recommendation:

No change.

ASSISTANT TIME:

In Article VII, Teaching Duties and Working Conditions, D. Equitable Assignment of Duties, the Association proposes new paragraph 6 which would provide grades 1 - 4 classroom teachers with one hour of assistant time.

The District opposes any changes in this language.

Recommendation:

No change.

IEP TIME:

In Article VII, Teaching Duties and Working Conditions, D. Equitable Assignment of Duties, the Association proposes a new paragraph 7 which would provide those teachers who write IEP's with "IEP days" in which they would have the benefit of a full-day substitute.

The District opposes any changes in this language.

Recommendation:

No change to contractual language, however, I would recommend that a Joint Labor/Management Committee be established to provide options to the Board on this issue.

ELEMENTARY RECESS DUTY:

In Article VII, Teaching Duties and Working Conditions, F. Elementary Recess Duty, the District proposes to alter the existing language.

The Association opposes any changes in this language.

Recommendation:

No change.

WAGE:

The record reveals that, among the 21 comparable school districts, the taxing effort of the District is high.

The current economic climate and the fiscal constraints facing school districts today are unprecedented. The country is in the grips of a major recession and revenue sources are dwindling. Compounding this situation is the effect of Act 1 on the ability of a district to raise revenues and the decreased market values of real property, the primary source of tax revenues for a school district. In addition, districts are facing a looming crisis presented by the expanding costs of PSERS. While this is certainly not the fault of the Association or the District, it is the current situation in which we find ourselves.

These challenges require innovative approaches to bargaining. There must be a balancing between ever increasing health care costs and the limited economic resources available in the foreseeable future. In view of this, the salary schedules recommended must be seen in tandem with the health care recommendations as a part of a "package" that, hopefully, will lead to a contract.

Recommendation:

The recommendations for the salary schedules for the three years of this contract are set forth below:

2011-2012 Salary Schedule

Cheltenham Educators' Association, PSEA/NEA
and School District of Cheltenham Township
Case No. Act 88-11-20-E
Fact Finding Report

<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>D/NBC</u>
1	\$42,122	\$45,265	\$48,934	\$55,822	\$60,708	\$61,923
2	\$43,499	\$46,707	\$50,450	\$57,688	\$62,724	\$64,015
3	\$44,894	\$48,168	\$51,987	\$59,368	\$64,661	\$65,925
4	\$46,415	\$49,877	\$53,671	\$61,093	\$66,958	\$68,256
5	\$48,363	\$51,688	\$55,448	\$63,128	\$69,357	\$70,479
6	\$50,362	\$54,090	\$57,809	\$65,732	\$71,492	\$72,858
7	\$52,414	\$56,564	\$60,236	\$68,392	\$73,679	\$75,082
8	\$54,520	\$59,113	\$62,731	\$71,105	\$76,439	\$77,878
9	\$56,685	\$61,742	\$65,298	\$73,878	\$79,255	\$80,730
10	\$58,913	\$64,353	\$67,939	\$76,235	\$81,697	\$83,638
11	\$62,234	\$67,153	\$70,677	\$79,040	\$84,543	\$86,609
12	\$65,101	\$70,165	\$73,592	\$81,906	\$87,445	\$89,609
13	\$68,421	\$74,487	\$78,178	\$85,462	\$91,067	\$93,380
14	\$76,037	\$89,867	\$93,094	\$96,901	\$103,147	\$104,916

NOTE: There will be NO Step or Column movement for the 2011-2012 school year.

2012-2013 Salary Schedule

<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>D/NBC</u>
1	\$42,122	\$45,265	\$48,934	\$55,822	\$60,708	\$61,923
2	\$43,499	\$46,707	\$50,450	\$57,688	\$62,724	\$64,015
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14	\$76,037	\$89,867	\$93,094	\$96,901	\$103,147	\$104,916

NOTE: All members of the bargaining unit will move one step effective with the 14th pay. All members of the bargaining unit who were at Step 14 at the conclusion of the 2011-2012 school year will receive a bonus of \$1,000 at the commencement of the 2012-2013 school year. This bonus will not increase the base pay. All members of the bargaining unit will receive applicable column movement at the commencement of the 2012-2013 school year, and during the remainder of the school year, per the contract.

2013-2014 Salary Schedule

<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>D/NBC</u>
1	\$42,122	\$45,265	\$48,934	\$55,822	\$60,708	\$61,923
2	\$43,499	\$46,707	\$50,450	\$57,688	\$62,724	\$64,015
3	\$44,894	\$48,168	\$51,987	\$59,368	\$64,661	\$65,925
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14	\$76,037	\$89,867	\$93,094	\$96,901	\$103,147	\$104,916

NOTE: All members of the bargaining unit will move one step effective with the 14th pay. All members of the bargaining unit who were at Step 14 at the conclusion of the 2012-2013 school year will receive a bonus of \$1,500 at the commencement of the 2013-2014 school year. This bonus will not increase the base pay. All members of the bargaining unit will receive applicable column movement during the 2013-2014 school year.

PER DIEM RATES:

In Article IX, Professional Compensation, B. Payment Schedule, Section 4., the Association proposes that the relevant language read as follows:

Per diem rates for bargaining unit members shall be computed by dividing an employee's appropriate salary as found in Appendix A by the number of days the employee is scheduled to work (190 or 194 as appropriate).

The District opposes any changes in this language.

Recommendation:

That the relevant language be changed to that proposed by the Association.

EXTRA DUTY PAY:

In Article IX, Professional Compensation, D. Extra Duty Pay, the current language reads as follows:

Extra-duty positions approved by the District shall receive extra pay. The value of each unit for the 2008-2009 school year shall be \$210; for the 2009-2010 school year shall be \$215; for the 2010-2011 school year shall be \$220. Credit may be given for verified previous experience, but in all other instances, a new appointee shall start at the lowest level.

The District seeks to reduce the unit rate by \$10 and the Association opposes any change.

Recommendation:

No change.

CURRICULUM WORK OUTSIDE THE SCHOOL DAY:

In Article IX, Professional Compensation, G. Curriculum Work Outside the School Day, the current language reads as follows:

The rate for curriculum work outside the school day shall be \$40 per hour for the 2008-2009 school year; \$41 per hour for the 2009-2010 school year; and \$42 per hour for the 2010-2011 school year.

The Association seeks to increase the rate for curriculum work outside the school day by \$2.00 each year of the contract.

The District opposes any change to the current hourly rate.

Recommendation:

No change.

HEALTH CARE:

The relevant language in Article X., Fringe Benefits, A. Hospitalization, of the parties' current collective bargaining agreement reads as follows:

- ◆ The core medical insurance plan shall be Blue Cross Personal Choice 10/20/70 plan with a \$10/\$30/\$50 prescription plan.
- ◆ Bargaining unit members will pay through payroll deduction twelve percent (12%) of the PC 10/20/70 plan premium.
- ◆ Additional medical insurance plans shall be Blue Cross Personal Choice 5 with a \$10/\$30/\$50 prescription plan and Blue Cross Keystone Standard Direct POS C1/F1/O1 with a \$5/\$10/\$25 prescription plan.
- ◆ Employees who choose to subscribe to the Keystone Standard Direct POS C1/F1/O1 shall pay \$15 per pay period toward the plan premium.
- ◆ Bargaining unit members who decline healthcare insurance and document availability of alternative medical coverage will receive \$1,800 per year. This option will be available to husband and wife members of the bargaining unit.

The District seeks to amend the language to read as follows:

Until June 30, 2012, the existing core medical insurance plan and all health benefit plans shall remain in full force and effect, with the same premium allocations as in the Collective Bargaining Agreement scheduled to expire on June 30, 2011.

Effective July 1, 2012, the core medical insurance plan shall be Independence Blue Cross Personal Choice D1-N1 plan providing for a \$500/\$1,500 in-network deductible; 80% coinsurance; primary copay of \$20; specialist copay of \$40; with an out-of-pocket maximum of \$3,000 individual/\$9,000 family. The prescription plan for this plan shall be \$10/\$30/\$50.

Bargaining unit members will pay through payroll deduction 15

percent (15%) of the Independence Blue Cross Personal Choice D1-N1 plan premium.

As an alternate to the Blue Cross Personal Choice D1-N1 plan, Bargaining Unit Members can opt for the Blue Cross Standard Direct POS C1-F1-01 plan with a \$10/\$30/\$50 prescription plan. Bargaining Unit Members who opt for the Blue Cross Standard Direct POS C1-F1-01 plan must pay the entire cost differential between the Board's contribution to the Personal Choice D1-N1 plan and the alternate healthcare plan through mandatory payroll deductions.

Bargaining Unit Members who opt for the core medical program of the Independence Blue Cross Personal Choice D1-N1 plan will contribute 15% of the finally quoted premiums through mandatory payroll deductions.

The Association opposes any change to this language.

Recommendation:

1st Year of the Contract:

During the first year of the contract, the core medical insurance plan shall remain the Blue Cross Personal Choice 10/20/70 plan with a \$10/\$30/\$50 prescription plan. Bargaining unit members will pay through payroll deduction twelve percent (12%) of the PC 10/20/70 plan premium.

Effective January 1, 2012, those employees who choose to subscribe to the Keystone Standard Direct POS C1/F1/O1 shall pay six percent (6%) of the C1-F1-O1 plan premium.

I recommend that the parties eliminate the PC5 medical insurance plan because there aren't that many bargaining unit members in it. Those who choose the plan must buy up to receive it and it is disappearing among districts.

2nd Year of the Contract:

During the second year of the contract, the core medical insurance plan shall be

the Blue Cross Personal Choice 20/30/70 plan with a \$10/\$30/\$50 prescription plan. Bargaining unit members will pay through payroll deduction fourteen percent (14%) of the PC 20/30/70 plan premium

Effective with the start of the 2012 - 2013 school year, those employees who choose to subscribe to the Keystone Standard Direct POS C1/F1/O1 shall pay seven percent (7%) of the C1-F1-O1 plan premium.

3rd Year of the Contract:

During the third year of the contract, the core medical insurance plan shall be the Blue Cross Personal Choice 20/30/70 plan with a \$20/\$35/\$50 prescription plan. Bargaining unit members will pay through payroll deduction fifteen percent (15%) of the PC 20/30/70 plan premium.

Effective with the start of the 2013-2014 school year, those employees who choose to subscribe to the Keystone Standard Direct POS C1/F1/O1 shall pay nine percent (9%) of the C1-F1-O1 plan premium.

SELF INSURANCE (NEW LANGUAGE):

The District proposes new language on self-insurance as follows:

The Association will permit the District to self-insure the benefits on the health benefit plans so long as the health benefit plans are substantially equivalent to the health benefit plan offerings set forth in this Collective Bargaining Agreement.

The Association opposes such new language.

Recommendation:

The new language as proposed by the District shall be made part of the parties' collective bargaining agreement.

DENTAL PLAN:

In Article X, Fringe Benefits, D. Group Dental Plan, the current language reads as follows:

For each regular full-time employee eligible for participation in the Pennsylvania Public School Employees' Retirement System, for each part-time employee, if he/she is properly included in the bargaining unit and approved by the Pennsylvania Labor Relations Board, being compensated at sixty percent (60%) or more of a full-time salary, the Board shall provide full employee and employee-and-dependent coverage for a basic rider equivalent to Blue Cross-Blue Shield and one hundred percent (100%) periodontal coverage at the usual and customary charges. The Dental Plan shall also provide: (1) a \$25 single/\$75 family annual deductible; and (2) impose an annual maximum of \$1,500.

The District seeks to increase the deductibles to be paid by bargaining unit members.

The Association seeks to add language to the existing provision that would include domestic partners.

Recommendation:

Add the following new language to the existing language of this provision:

An employee may elect dental coverage for a **same-sex** domestic partner, and such coverage shall be subject to the same documentation, policies, and procedures as utilized in connection with medical insurance coverage for same-sex domestic partners referenced in Section A.1. above.

VISION PLAN:

In Article X, Fringe Benefits, F. Vision Plan, the current language reads as follows:

The School District shall provide, at no cost to all bargaining unit employees, a vision program with the following benefits:

Adults: One exam and one pair of glasses every 12 months. Children: One exam every 12 months and one pair of glasses every 12 months. Glasses include photochromic and transitional lenses with polycarbonate lenses and scratch guard, tinted lenses and progressive lenses.

The frame allowance will be increased to \$55.00. The Elective Contact

Allowance will be increased to \$175.00. Maximum annual cost per bargaining unit member for the vision program shall not exceed \$115.00.

The Association seeks to add language to the existing provision that would include domestic partners.

The District opposes any change.

Recommendation:

Add the following new language to the existing language of this provision:

An employee may elect vision coverage for a **same-sex** domestic partner, and such coverage shall be subject to the same documentation, policies, and procedures as utilized in connection with medical insurance coverage for same sex domestic partners referenced in Section A.1. above.

SICK LEAVE DAYS:

In Article XI, Absence with Pay, A. Absence with Pay Because of Illness or Injury, Section 1., the current language reads as follows:

School law provides for ten (10) days of sick leave per school year without loss of salary. Unused days of sick leave accumulate.

This provision was subsequently found to be not in dispute.

Recommendation:

No Change.

ILLNESS IN THE FAMILY:

In Article XI, Absence with Pay, B. Illness in the Family, the current language reads as follows:

Three (3) days at full pay and twenty-seven (27) days at half-pay within one school year are allowed for illness of husband, wife, legal dependent living at home, mother, father or legal guardian. The Board requires completion of the illness-in-the-family record for each day or half-day the

employee is absent. In addition, if there is a concern about the appropriateness of such absences, the District may require a doctor's letter stating that the employee is needed for the welfare of the sick husband, wife, legal dependent living at home, mother, father, or legal guardian.

The Association seeks to broaden this provision and the District opposes any change to the provision.

Recommendation:

No Change.

DEATH IN THE FAMILY:

In Article XI, Absence with Pay, C. Death in the Family Immediate Family, the current language reads as follows:

Employees shall be granted five (5) days consecutive absence, including Saturday and Sunday. If additional days are required, past accumulated personal leave days may be used. Immediate family shall be defined as father, mother, brother, sister, son, son-in-law, daughter, daughter-in-law, husband, wife, or parent-in-law. This also applies to any near relative who resides in the same household or any person with whom the employee has made his/her home.

This provision was subsequently found to be not in dispute.

Recommendation:

No Change.

PERSONAL DAYS:

In Article XI, Absence with Pay, E. Other Reasons, Section 4. Personal Leave, Subparagraph a., the current language reads as follows:

For the length of this contract, each professional employee shall be granted four (4) days of personal leave and shall be permitted to use one (1) unused personal leave day from the employee's personal leave bank

This provision was subsequently found to be not in dispute.

Recommendation:

No Change.

PERSONAL DAYS:

In Article XI, Absence with Pay, E. Other Reasons, Section 4. Personal Leave, Subparagraph b., the current language reads as follows:

Professional employees shall be permitted to use three (3) personal leave days consecutively without prior approval of the Director of Human Resources. The use of four (4) consecutive personal leave days requires the prior approval of the Director of Human Resources.

The District seeks to insert the "Superintendent or his/her designee" in place of "Director of Human Resources.

Recommendation:

Amend this provision to read as follows:

Professional employees shall be permitted to use three (3) personal leave days consecutively without prior approval of the Superintendent or his/her designee. The use of four (4) consecutive personal leave days requires the prior approval of the Superintendent or his/her designee.

PERSONAL LEAVE:

In Article XI, Absence with Pay, E. Other Reasons, Section 4. Personal Leave, Subparagraph c., the current language reads as follows:

Personal leave with pay shall not be used to extend a school holiday or vacation nor may any personal leave be combined with any other leave of absence to extend a school holiday or vacation without written permission of the Superintendent or his/her designee.

This provision was subsequently found to be not in dispute.

Recommendation:

No Change.

PERSONAL LEAVE:

In Article XI, Absence with Pay, E. Other Reasons, Section 4. Personal Leave, Subparagraph d., the current language reads as follows:

All personal leave days shall be full days only. No requests for half-day personal leave shall be granted.

This provision was subsequently found to be not in dispute.

Recommendation:

No Change.

PERSONAL LEAVE:

In Article XI, Absence with Pay, E. Other Reasons, Section 4. Personal Leave, Subparagraph e., the current language reads as follows:

With the exception of requests for personal leave to be used for religious purposes, no personal leave days may be used during the last two (2) weeks of the school year without the permission of the Superintendent or his/her designee.

The District sought to make this provision more restrictive and the Association opposed any change.

Recommendation:

No Change.

DENIAL OF PERSONAL LEAVE BASED ON PERCENTAGE OF USAGE (NEW):

In Article XI, Absence With Pay, E. Other Reasons, the District seeks to add a NEW Subparagraph g., which reads as follows:

The District shall have the authority to deny a personal day in the event the scheduled usage would exceed a defined percentage of staff per building (10%).

As such, all personal leave days must be submitted at least one week in advance following District-approved procedures. Exceptions for emergency personal day usage with less than one week advance notice will be considered for the purposes of approval within the reasonable discretion of the principal.

The Association opposes this new language.

Recommendation:

While no change is recommended to the language, the parties are directed to use the existing Act 178 Committee for Professional Development to determine if there is a demonstrable problem regarding the use of personal days on professional development days. If found, the committee is to recommend ways to ameliorate said problem.

ONLINE AND CORRESPONDENCE COURSES:

In Article XIV, Professional Development & Education Program, A. Program Implementation, Section 1., f., the current language reads as follows:

Online classes must be completed within one semester and must meet the following conditions to receive approval for tuition reimbursement and/or salary scale movement: (1) the student must be required to participate in the course at least once a week, or where that is not possible under the course, based upon a time period deemed appropriate by the Superintendent, (2) the course must require the student to either view a professor's lectures for the week while the professor is presenting the course material online or during some other time in that same week the professor presented the lecture or view instructional materials presented by a professor that are deemed to be of sufficient quality by the Superintendent, (3) the student must be required to participate and have dialogue with fellow students through online chat sessions, and (4) there must be a mechanism in place that provides for regular online or

telephonic interaction between the professor and the student regarding questions, assignments, and other course-related information. There shall be no limit on the number of online course credits that may be used for salary scale movement or for tuition reimbursement prior to attainment of a Master's degree. For employees who have attained the Masters level on the salary scale, only twelve (12) additional online credits may be applied to movement on the salary scale or may be eligible for tuition reimbursement.

Recommendation:

Amend the language to read as follows:

Online and correspondence classes must be completed within one semester. Online courses must meet the following conditions to receive approval for tuition reimbursement and/or salary scale movement: (1) the student must be required to participate in the course at least once a week, or where that is not possible under the course, based upon a time period deemed appropriate by the Superintendent, (2) the course must require the student to either view a professor's lectures for the week while the professor is presenting the course material online or during some other time in that same week the professor presented the lecture or view instructional materials presented by a professor that are deemed to be of sufficient quality by the Superintendent, (3) the student must be required to participate and have dialogue with fellow students through online chat sessions, and (4) there must be a mechanism in place that provides for regular online or telephonic interaction between the professor and the student regarding questions, assignments, and other course-related information. There shall be no limit on the number of online course credits that may be used for salary scale movement or for tuition reimbursement prior to attainment of a Master's degree. For employees who have attained the Masters level on the salary scale, only twelve (12) additional online or correspondence credits may be applied to movement on the salary scale or may be eligible for tuition reimbursement.

TUITION GRANTS:

In Article XIV, Professional Development & Education Program, A. Program

Implementation, Section 3., the current language reads as follows:

The parties agree to make the following changes to the contract language regarding tuition grants. Applications for tuition grants (advance payments) submitted prior to September 2, 2008 will be handled under the terms of the 2005-2008 contract, and paid at the rates set forth below. Applications submitted after September 2, 2008 will be subject to the following language in all respects.

The District seeks to eliminate this language and the Association opposes any change to the language.

Recommendation:

Eliminate this language from the contract.

TUITION REIMBURSEMENT:

In Article XIV, Professional Development & Education Program, B. Tuition Reimbursement, Section 4., the current language reads as follows:

Upon satisfactory completion of courses, with a grade of "A", "B", or "P", an employee shall be refunded up to one hundred percent (100%) of tuition costs, up to the maximum cost of \$2,100 for the length of the Agreement within a fiscal year (July 1 to June 30), up to a maximum of \$175,000 for the total bargaining unit. This \$175,000 total shall be applied to all members of the bargaining unit on those courses completed during the fiscal year. No tuition reimbursement shall be granted to any bargaining unit member after the maximum cost of \$175,000 is reached in any fiscal year. Two-thirds (2/3) of the total amount of Tuition Reimbursements shall be distributed between July 1 and December 31; one-third (1/3) shall be distributed between January 1 and June 30 of each school year. If the monies allocated during the first half of the year are not used, they shall be rolled over for use in the second half.

No bargaining unit member may move more than one (1) column on the salary schedule during any one school year. Those with credits earned prior to the signing of this Agreement shall be allowed to use all their earned credits to move on the schedule.

The District seeks to decrease amounts in this provision and the Association seeks to increase amounts provided in this provision.

Recommendation:

No change.

TUITION REIMBURSEMENT:

In Article XIV, Professional Development & Education Program, B. Tuition Reimbursement, Section 6., the current language reads as follows:

After completion of the course(s), official transcripts or grade reports and receipts shall be submitted to the Superintendent/Director of Human Resources. In cases where official transcripts are not immediately available, a letter from the instructor may be submitted to indicate successful completion of the course. When a transcript does arrive, a copy shall be forwarded to the Superintendent/ Director of Human Resources. The District will provide to all employees annually, a detailed explanation of the procedures and timelines to be followed for that year.

The District seeks to add the following language into the body of this provision:

Under no circumstances will the District reimburse Bargaining Unit Employees for courses completed during a fiscal year more than 90 days following the completion of the fiscal year in question.

The Association opposes any change to the language.

Recommendation:

No change.

MATERNITY/PATERNITY LEAVE:

In Article XVIII, Maternity, Childrearing and Adoption Leave, the current language reads as follows:

Maternity Leave shall be defined as the period of time an employee must

be absent from her assigned duties due to pregnancy, childbirth, and recovery thereafter. This leave is limited to the extent of the employee's accumulated sick leave.

The beginning and ending date of said leave shall be determined by the employee's physical condition as determined by the employee's physician. The employee is eligible for sick leave benefits under the same terms and conditions as any other ill or disabled employee.

The Association seeks to rename the Article and to broaden this benefit to include the following language:

Paternity Leave shall be granted to a new parent whose spouse or Domestic Partner has given birth to a child, in order for the parent to care for the newborn child. This period of time begins the day the child is born, and may continue through a maximum period of six weeks. The employee is eligible for sick leave benefits under the same terms as an employee who delivered a child by means of natural childbirth. This paid leave is limited to the amount of the employee's accumulated sick leave. Benefits continue as if the employee remained at work. At the conclusion of the six weeks, the employee may return to work or continue to remain on leave pursuant to the District's Family Medical Leave policy and procedure. At the conclusion of any Family Medical Leave, the employee may return to work or continue to remain on leave pursuant to the District's Childrearing Leave policy and procedure.

The District opposes these changes.

Recommendation:

No change.

ATTACHMENTS:

Attachment II, III and IV

The District has proposed changes for these three Attachments and the Association opposes any changes in these Attachments.

Recommendation:

No change.

NURSE COORDINATOR:

The District proposes that the current practice of compensating the nurse coordinator with a stipend, which is based upon 10% of Bachelors' Step 1 will be modified so that the 10% stipend will be a fixed amount at the current number going into the future. That is, whatever the 10% amount is during the 2011-2012 school year, that amount will remain the fixed amount for the balance of the term of the contract.

The Association opposes any change.

Recommendation:

The Nurse Coordinator shall receive a flat dollar annual amount of \$4,250.00.

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

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

/s/ John M. Skonier

John M. Skonier
Fact Finder

Date: October 31, 2011