

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA LABOR RELATIONS BOARD

PLRB Case No. ACT 88-12-21-E

In the Matter of Fact-Finding

Between

NORTH POCONO SCHOOL DISTRICT

and

NORTH POCONO EDUCATION ASSOCIATION

REPORT OF THE FACT-FINDER

Pursuant to Act 88 of 1992, Commonwealth of Pennsylvania, and Sections 96.61 through 96.64, Public Sector, Rules and Regulations, PLRB, Chapter 95, the undersigned was appointed as Fact-finder by the PLRB on the 18th day of May, 2010.

BACKGROUND

The North Pocono Education Association (the Association or NPEA) is the bargaining agent for two hundred twenty nine professionals in the North Pocono School District. The bargaining unit is comprised of teachers, nurses, guidance counselors, occupational therapists, speech therapists, school psychologists and librarians.

North Pocono School District, (the School District or NPSD) is located in Lackawanna and Wayne Counties, Pennsylvania. The School District serves three thousand (3000) students and manages a high school, middle school, intermediate school and two elementary schools.¹ The enrollment is expected to decline to below this number for the 2012-2013 school year.

The parties are signatories to a collective bargaining agreement with an expiration date of June 30, 2012. They commenced negotiations for a new collective bargaining agreement in November 2011. After the first meeting, negotiations recommenced in January 2012. The negotiation teams met five times formally and three times informally until it was determined that the parties would not be able to reach an agreement. They were assisted in their bargaining by Mediators Daniel O'Rourke and John Healy.

When an impasse was reached on April 8, 2012, the District requested that the Pennsylvania Labor Relations Board appoint a Fact-finder. The Pennsylvania Labor Relations Board thereupon appointed the undersigned Fact-finder pursuant to the Public Employee Relations Act and Act 88. The parties submitted to the Fact-finder their respective list of issues, which totaled over thirty outstanding issues.

A hearing was held on June 7, 2012 at the North Pocono School District in Moscow, Pennsylvania. At the hearing, the parties formally presented their positions and relevant information on the issues. Mr. Joseph O'Brien, Esq. and Ms. Kimberly Scanlon, Esq. represented the School District. Also present on behalf of the School District were: Mr. Paul Kowalski, President of the School Board; Mr. Bill Burke, School Board Member; Mr. Brian McGraw, Superintendent of the School District; Mr. Daniel Powell, Assistant Superintendent; Mr. Dennis Cawley, Business Manager; Ms. Keira Motichka, Staff Accountant; and Ms. Kathy May, Human Resources Supervisor.

Mr. William Lydick, PSEA Uniserv Representative, and Mr. Stu Karschner, PSEA Assistant Director of Research, represented the Association. Also present on behalf of the Association were Ms. Jeanne Yazinski, President of NPEA; Ms. Ellen Raguckas, Vice President of NPEA; Ms. Carolyn Powell, NPEA Bargaining Team member.

ISSUES RESOLVED BEFORE AND DURING FACT-FINDING

| | |
|--------------------------------------|--|
| Issue #1 Article I | Recognition Clause |
| Issue #2 Article VII Psychologist | Teaching Hours-new section on the School |

¹ North Pocono School District website- www.npsd.org

- Issue #3 Article VI Teaching Hours- mileage rate.
- Issue #4 Article XIV Insurance Protection- deletion of the paragraph under Section B.1.b regarding co-pays; deletion of the one million dollar limit; and changing the age of dependent from 25 to 26.
- Issue #5 Article XIV Insurance protection-Naming the current provider in this section.
- Issue #6 Article XXII Miscellaneous- Automated phone calls

ISSUES TO BE RESOLVED AT FACT-FINDING

The issues to be resolved by the Fact-finder are:

- Issue #1 Article XXIII Duration of the Agreement
- Issue #2 New Article II Management Rights Clause
- Issue #3 Article IV Rights and Responsibilities of Professional Employees- Certification List
- Issue #4 Article IV Rights and Responsibilities of Professional Employees- Access Center
- Issue #5 Article IV Rights and Responsibilities of Professional Employees- Professional Development Activities
- Issue #6 Article IV Rights and Responsibilities of Professional Employees- Furlough and Demotion
- Issue #7 Article IV Rights and Responsibilities of Professional Employees- Student Learning Environment
- Issue #8 Article IV Rights and Responsibilities of Professional Employees-Credit Reimbursement
- Issue #9 Article VI Teacher Work Year-Increase in service days, increase evening school activities, discipline for failure to attend after school activity, elimination of early dismissal from contract, change of early dismissal hours
- Issue #10 Article VII Teacher Work Hours-Work hours, leaving the building, advantaged notice of appointments
- Issue #11 Article VII Teacher Work Hours-Preparation period, Self directed periods for elementary school teachers, teaching periods, per diem pay for loss of preparation period.

- Issue #12 Article IX Professional Vacancies- Posting and Filing vacancies.
- Issue #13 Article X Professional Compensation-Salary Schedule
- Issue #14 Article X Professional Compensation- Mentor/Department Chair
- Issue #15 Article X Professional Compensation- Contract rate, per diem rate, and online courses.
- Issue #16 Article XII Leaves- Childbearing
- Issue #17 Article XII Leaves- Bereavement
- Issue #18 Article XII Leaves- Personal
- Issue #19 Article XII Leaves- Sick and Leave for other purposes
- Issue #20 Article XIV Insurance Protection- Life Insurance
- Issue #21 Article XIV Insurance Protection- Health Insurance-Premium Share, Co-pays, Deductibles, Waiver of coverage.
- Issue #22 Article XIV Insurance Protection-Dental
- Issue #23 Article XIX Retirement Incentive Plan
- Issue #24 Article XXI Extra Curricular Positions

FINDINGS OF FACT

A. GENERAL FINDINGS

The major issues in this dispute, unsurprisingly, are wages and health care benefits. The Association proposes a 4.44% increase to the payroll during the terms of the agreement and the retention of the current health care program, including deductibles and co-pays with no premium share by employees. The Association believes that its proposals will keep the teachers in the School District competitive with that of their colleagues working in the surrounding districts.

In addition to salaries and health benefits, the Association had proposals on the term of the agreement, early retirement incentive plan, credit reimbursement, filing professional vacancies, preparation time, per diem rate, and several other contractual language modifications.

The School District proposed a freeze on wages in the first and second year of the agreement and step movement in the third year, It also proposed to increase the co-pays and deductibles in the health care plan, and have the teacher contribute to the cost of the health care plan in the amount of 10% of the costs in the first year, 15% in the second year, and 15% in the third year. The School

District is concerned about increasing health care costs and PSERS liability. The School District believes that its proposals are fiscally responsible in light of the reduced state and local funding.

In addition to salary and benefits, the School District made proposals on the term of the agreement, management rights clause, credit reimbursement, early retirement incentive, work year and hours, and several other contractual language modifications.

In reaching the conclusions in this report, the Fact-finder considered the testimony, documents and arguments presented by the parties on all of the proposals. The documentation provided was well prepared and informative; and the presentation of the parties added valuable insight into the respective positions without be laboring the point.

The parties' negotiations as well as the hearing and the Fact-finder's deliberations were conducted in the midst of uncertain economic times. The uncertain times do not make arriving at a settlement any easier. At the end of the day, approving a new contract between the Association and the School District is in the best interest of all of the stakeholders –students, professional employees, school board members, school administrators, parents and community members.

B. Specific Findings

Issue #1 Section XXIII-Duration of Agreement

The School District proposes a three-year agreement. It points to uncertainty in three areas- the economic climate, PSERS liability and health care costs- as compelling reasons for a shorter term. The Association proposes a five-year agreement. It argues that five years will provide stability for a longer period of time.

The parties' current agreement has a five-year term. A three-year agreement gives the parties only two school years before they are back at the bargaining table. Moreover, an additional two years will permit more latitude in structuring a fair wage and health care settlement that meets both parties' needs. The Fact-finder recommends a five-year term.

Recommendation:

The Fact-finder recommends a five-year agreement; the specific term is July 1, 2012 through June 30, 2017.

Issue #2 New Article II Management Rights Clause

The School District proposes the inclusion of a management rights clause indicating that currently there are disputes pertaining to areas that are the province of management. The Association responded that there might have been only two grievances regarding management rights.

Recommendation:

The Fact-finder does not recommend the inclusion of this provision.

Issue #3 Article IV Rights and Responsibilities of Professional Employees- Certification List

The School District proposes to delete language requiring the District to provide to the Association President a list of teachers in danger of expiration of their certificate. The District maintains that this is the professional responsibility of the employee.

Recommendation:

The Fact-finder does not recommend deletion of this language from this provision.

Issue #4 Article IV Rights and Responsibilities of Professional Employees- Access Center

The School District proposes to add language to make teachers responsible to update the access center on a weekly basis. This would allow the parties to view their child's progress and it would provide a consistent education environment. According to the School District, many teachers are already updating the access center on a weekly basis. The Association finds this language cumbersome. Moreover, the Association maintains that the language does not address holidays and weekends.

Recommendation:

The Fact-finder recommends addition of this language to the provision.

Issue #5 Article IV Rights and Responsibilities of Professional Employees- Professional Development Activities

The Association proposes to add language to this provision which would provide employees with fifteen (15) hours to attend professional development activities during the normal school hours or during an in service day. This would allow teacher to stay abreast of the current issues in the field. The School District maintains that this is not a benefit to the district.

Recommendation:

The Fact-finder does not recommend the inclusion of this language to the provision.

Issue #6 Article IV Rights and Responsibilities of Professional Employees- Furlough and Demotion

The Association recommends adding language regarding staff reduction by inverse seniority. The Association points out that many times a temporary professional employee has more District seniority than a new employee who received tenure in a different School District. Under the School Code the temporary professional employee would have to be furloughed before the new employee. The proposed language would provide protection to temporary professional employees not covered under the School Code. This protects professional employees during the first three years of employment. The Association maintains that this would be a benefit to the School District because it would permit the District to retain the person with more experience in the District. The School District maintains that furlough and demotion are covered under the School Code.

Recommendation:

The Fact-finder recommends the inclusion of this language into the provision.

Issue #7 Article IV Rights and Responsibilities of Professional Employees- Student Learning Environment

The Association proposed specific class size limitations for grades k through 12 and in lab sessions. It maintains that this will insure that all students have the best opportunity to learn. The School District maintains that it cannot lock itself into class sizes that limit flexibility in challenging economic times.

Recommendation:

The Fact-finder does not recommend the inclusion of this language into the provision.

Issue #8 Article IV Rights and Responsibilities of Professional Employees-Credit Reimbursement

The School District proposes the elimination of all credit reimbursement as the costs of this program continue to grow and it cannot be sustained.

The Association proposes several changes to the current credit reimbursement provision. The Association seeks to increase the number of credits after certification from 18 to 30, and permit employees to take 12 credits, instead of nine credits per year. After attainment of these additional credits, the Association proposes that employees can take nine, instead of six credits per year and be reimbursed at 100% for an A instead of at 50%. Moreover pass/fail courses would be reimbursed at 100% instead of 50%. The Association submits that it is important for teachers to continue their education as they incorporate into their classrooms the new methodologies' learned in these courses. The School District maintains that this proposal would cost the District an additional \$600,000 annually.

Recommendation:

The Fact-finder does not recommend the elimination of the credit reimbursement provision nor does she recommend all of the changes that the Association proposed.

The Fact-finder recommends that teachers may take a maximum of twenty-five (25) credits after certification at nine credits per contract year. The remainder of the provision will not be modified.

Issue #9 Article VI Teacher Work Year-Increase in-service days, increase evening school activities, discipline for failure to attend after school activity, elimination of early dismissal from contract, change of early dismissal hours

The School District proposes to increase the work year from 184 to 190 days and increase the number of in-service days from 4 to 10. The District maintains that this is necessary because the District is transitioning to common core standards. The Association provided data to indicate that none of the surrounding school districts have a work year that is 190 days long.

The District next proposes to include gradation as one of the activities that teachers must attend. It points out that participating in graduation is extremely important.

Third, the District proposes that if a teacher misses a parent-teacher conference for other than an absence from school that day, a death in the family or prior administrative leave, the teacher will be docked one day's pay. Moreover, the teacher who misses the conference due to a sick or personal day, will have to make him or herself available for a nighttime conference with the parents within a two-week period. The Association points out that there is already a disciplinary process in place for individuals who miss a parent- teacher conference. It also points out that there would be safety and security issues for a teacher meeting with the parent alone in a school building in the evening.

Finally, the School District proposes the elimination of the early dismissal language in the contract because of the costs involved in paying the teacher for a full day when they are only working part of the day. The Association maintains that this was placed in the Agreement when the teacher agreed to participate in the evening activities. The Association also proposes to change the early dismissal times in the Agreement to comport with current practice.

Recommendation:

The Fact-finder does not recommend increasing the number of school days or in-service days, changing the current progressive discipline process for missing a parent teacher conference, and requiring a teacher to meet with parents in the evening if he/she misses a parent-teacher conference.

The Fact-finder does recommend adding High School graduation to the list of activities that a teacher must attend and changing the early dismissal times to 12:15 p.m. for elementary, and 11:00 a.m. for Middle/High School to comport with current practice.

Issue #10 Article VII Teacher Work Hours-Work hours, leaving the building, leaving school, advance notice of appointments

The School District proposes increasing the work hours from 7¼ per day to 8 hours per day. This would provide more instructional time for students. The School District points out that it has one of the shortest work days in the state. The Association provided data indicating that none of the surrounding school districts have an eight-hour day.

The School District also proposes to prohibit teachers from leaving the building during his/her thirty-minute duty free lunch period. The District posited that this change was for safety and security reasons. However, there was no evidence that any incidents had occurred.

The Association proposes that a teacher be given at least five days advance notice for an appointment with parent or guardian after school. The Association maintains that one day is insufficient notice to prepare for the meeting.

Recommendation:

The Fact-finder recommends increasing the workday from 7¼ to 7½ hours to provide for more instructional time.

The Fact-finder recommends that a teacher be given two days notice for an appointment with a parent or guardian.

The Fact-finder does not recommend deleting the language that permits a person to leave his or her assigned building during their duty free lunch period.

Issue #11 Article VII Teacher Work Hours-Preparation period, self-directed periods for elementary school teachers, teaching periods, per diem pay for loss of preparation period.

The School District proposes to change the term “self-directed” period to “preparation period.” The School District maintains that it needs faculty to work on school related business during the allotted time. The Association points out that teachers currently work on school related business during these periods so changing the language is unnecessary.

The Association proposed providing five self-directed periods for teachers in all schools, including elementary schools. It also proposed that a teacher who must forfeit the period is paid a per diem rate instead of the contract rate. Currently, an elementary school teacher can only take a self-directed period when one of the specials teachers takes over his/ her class. According to the Association, many times the elementary teacher is unable to take a self-directed period due to scheduling of specials teachers. The District believes that guaranteeing five periods per week for an elementary school teacher does not fit with the model in those schools and would require the school district to hire more teachers.

While self-directed periods are important, the scheduling of them is better left to the parties who are more familiar with the operation of the elementary school than the Fact-finder.

The Association also proposes that if a teacher must forfeit a self-directed period he or she should receive a per diem rate for the lost period rather than the contract rate. The current contract rate is \$23.22. The per diem rate would range from \$30 to \$60 hour. The Association’s data on hourly rates does not support usage of a per diem rate. However, the data does support an increase to the current contract rate.

Finally, the Association proposes that teachers be limited to only teach five periods per day. The Association maintains that because of the recent attrition, teachers have been required to teach more classes per day, which diminishes planning time. The teachers are teaching seven to nine periods per week. In the high school some are teaching 10 or 11 periods, albeit, they maybe 12 minute periods to accommodate lunch. The District points out that limiting the teaching periods to five per week would require the hiring of seventy-five additional teachers and add 30 classrooms. The District maintains that it simply cannot afford to increase the staff at this time. Once again, the Fact-finder believes that this is a problem that is not suited to resolution in the fact-finding process.

Recommendation:

The Fact-finder recommends retaining the current language regarding self-directed periods.

The Fact-finder does not recommend changing the language from self-directed period to preparation period, nor des she recommend adding new language regarding the number of teaching periods.

The Fact-finder does not recommend a per diem rate to compensate teachers for lost self-directed periods. The Fact-finder does recommend compensating teachers for lost self-directed periods with the contract hourly rate and it is recommended that the rate be increased to \$28 per hour.

Issue #12 Article IX Professional Vacancies- Posting and Filing vacancies.

The parties agreed to modify the language in this provision from ten (10) working days to ten (10) consecutive days, and to provide for posting the vacancy on the school's website and e-mail notification to each employee. The parties also agreed to delete the requirement that the Superintendent had to mail notification to employees.

The Association proposed that vacancies be filled first by bargaining unit members by seniority. The Association maintains that teachers with longevity have proven themselves as quality teachers. The School District wants to retain the right to select the most qualified person for the vacancy.

Recommendation:

The current language will be modified as agreed to by the parties as follows:

"Such posting shall remain on the board for a minimum of ten (10) consecutive days. The notice of vacancy or creation of the new position shall be posted on the school's web site and e-mailed to all members of the bargaining unit."

The last two sentences in this paragraph commencing with "(n)otification of vacancies occurring during the summer recess" and ending with "and they shall receive notification by mail" are to be deleted.

The Fact-finder does not recommend modifying the language to require filing the vacancy by seniority.

Issue #13 Article X-Professional Compensation-Salary Schedule

The Association proposed a 4.44% increase to the salary schedule in each year of the Agreement. The percentage increase includes step movement, which is 2.3%, 2.58, 2.74%, 2.77%, and 2.68%, respectively during the five years of the contract. The Board proposed a wage freeze in the first and second years of the Agreement and step movement in the third year.

As stated previously, there are a lot of unknowns facing the School District and the Association in the next four years- the economic forecast, unemployment rates, state and local funding, PSERS liability, and health care costs. That being the case, the Fact-finder's recommendation seeks to balance the School Districts fiscal conservatism with providing the professional employees fair increases. This recommendation also takes into consideration the Fact-finder's recommendation that the members of the bargaining unit contribute to the cost of health care.

Recommendation:

The Fact-finder recommends increases to the salary schedule as follows:

- 2012-2013 0%
- 2013-2014 Step Increase, \$1000 bonus to teachers at the top step of the salary schedule
- 2014-2015 3.0% (including step increase)
- 2015-2016 3.50% (including step increase)
- 2016-2017 4.00% (including step increase)

Appendix 1 attached to this report is the resulting salary schedules for each year.

Issue #14 Article X-Professional Compensation-Mentor/Department Chair

The Association proposes to add the entire list of department chairs currently receiving a stipend to the contract and deleting the middle school curriculum coordinator, since that position does not exist.

It also proposes to increase the Department Chair stipend from \$1700 to \$2000, which is the same as the Reading Coordinator, and increase the mentor stipend from \$600 to \$750.

Finally, regarding the selection of the mentor, the Association proposes that all interested teachers should be given the opportunity to be a mentor. According to the Association, the current practice is that the principal selects the mentor and it is the same person every year.

Recommendation:

The Fact-finder does not recommend listing the department chair positions in the contract. If the middle school curriculum coordinator position no longer exists, the listing should be removed from the provision.

The Fact-finder recommends that the stipend for the Department Chair be increased to \$1800 and the stipend for the mentor be increased to \$650.

The Fact-finder recommends that the parties review the current system of selecting mentors and discuss a system that will provide more teachers with an opportunity to be involved in the mentor program.

Issue #15 Article X-Professional Compensation- Contract rate, per diem rate, and online courses.

The Association proposes to include provisions in the contract that sets forth an hourly rate of \$50 for work done after the school day and a per diem rate for those working beyond the school year and teaching online courses. A per diem rate would range from \$30-60 per hour depending upon the teacher's salary. Currently, the hourly rate is \$23.22. The parties did not provide information as to how the current contract hourly rate was established.

Recommendation:

As stated previously, the Fact-finder does not recommend adoption of a per diem rate for working beyond the school year and teaching online courses. However, the Fact-finder does recommend an increase to the contract hourly rate to \$28.00.

Issue #16 Article XII-Leaves- Childbearing

The School District proposes to change the language from “reasonable period” to six weeks as this is the current practice in the District and would provide clarification to the employees.

Recommendation:

The Fact-finder recommends modifying the language as the School District proposes.

Issue #17 Article XII-Leaves-Bereavement

The Association proposes to increase bereavement leave from three to five days. This allows for a longer grieving period, travel time, and time to arrange the deceased affairs. The School District said that it would cost \$306 per day plus a substitute.

Recommendation:

The Fact-finder does not recommend increasing the bereavement leave.

Issue #18 Article XII-Leaves-Personal

The Association proposes to increase the number of personal days from three days to four days and to permit teachers to utilize all accumulated personal days from prior years in one year. Now a teacher may use up to four personal days in one year.

The School District proposes to include language that the Superintendent has discretion over whether to grant a teacher the use of a personal day on last day prior to or first day following any vacation or holiday.

The parties agree to modify the language to reflect the current practice of permitting leave to be taken in half days.

Recommendation:

The Fact-finder recommends retaining the current language and number of personal days in this provision except for the modification agreed to by the parties, as follows:

“Leave may be taken in any manner including half days which may be utilized for the morning half day or afternoon half day...”

Issue #19 Article XII-Leaves-Sick and Leave for other Purposes.

The Association proposes to increase the amount of severance for unused sick days from \$50 to \$100 per day. The Association also proposes that employees be permitted to borrow prospectively up to ten (10) sick days if the employee exhausts their sick leave. The days shall be recovered by the District at a rate of two (2) per year.

The School District proposes to remove the yearly notification of accumulation of sick leave. Teachers have access to this information through the website on a 24 hour/ 7 day a week basis. The School District proposes to include language that unpaid days shall be granted in case of an illness validated by a physician

Recommendation:

The Fact-finder recommends deleting the provision regarding notification of the accumulation of sick leave and adding that unpaid days will only be granted in the case of an illness, validated by a physician.

The Fact finder does not recommend increasing severance payout to \$100/day of accumulated sick leave or borrowing of sick leave.

The parties agreed to insert the following into the sick leave provision:

“All professional employees shall receive ten (10) sick days leave per year. Sick leave can also be utilized for family illnesses. Sick leave may be taken in half day increments either in the morning or afternoon.”

Issue #20 Article XIV- Insurance Protection- Life Insurance

The Association proposes an increase to life insurance from \$60,000 to \$100,000. The School District maintains that this will cost an additional \$15,000.

Recommendation:

The Fact-finder recommends no increase to life insurance.

Issue #21 Article XIV- Insurance Protection- Health Insurance

Before addressing the specific proposals of the School District, it is important to note that the School District self-insures the medical costs. When the School District changed to a self-funded program, it experienced significant cost savings. The District acknowledged the Association’s cooperation and willingness to change to a self-funded program. At the request of the Fact-finder, the School District provided her with the costs associated with bargaining member usage of the health care plan. During the 2011-2012 School year, health care costs amounted to \$4,008,267.20.

Regarding premium share, the School District proposes that the bargaining unit members contribute 10% of these costs in the first year of the new agreement, and 15% in the second and third year of the agreement. It also stated that the costs for the 2011-2012 year would serve as the base year for all three years of the contract. Meaning that the premium share for all three years of the agreement would be based on these costs. The School District proposed to eliminate the Blue Care Traditional and transition the 15 employees that are currently on it to the Blue Care PPO.

The School District also proposed increases to the deductibles and copayments.

Finally, the School District proposed that bargaining unit members who are married, if one waives coverage, the member would receive \$1500 buy out instead of \$3000, because the bargaining unit members would still remain covered under a school district plan.

The School District did agree with the Association that waiver payments would be made in two installments the first being on or before December 31 and the second payment on or before the last pay period in June.

The Association proposes to maintain the status quo on premium share – that is there would be no premium share for employees on the Blue Cross PPO, but employees on Blue Care Traditional would have to pay 75% of the costs over Blue Cross PPO.

Recommendation:

The Fact-finder does not recommend increasing the copays and deductibles to the health care plan.

The Fact-finder recommends that employees on Blue Care Coverage be transitioned to the Blue Cross PPO by the end of this contract. The Fact-finder recommends the following employee contributions to the premiums for health care coverage commencing in school year 2013-2014:

| Year | Single | Husband and Wife | Parent and Child | Parent and Children | Family |
|-----------|----------|------------------|------------------|---------------------|----------|
| 2013-2014 | \$10/pay | \$23/pay | \$15/pay | \$22/pay | \$25/pay |
| 2014-2015 | \$12/pay | \$29/pay | \$19/pay | \$27/pay | \$31/pay |
| 2016-2017 | \$15/pay | \$35/pay | \$23/pay | \$32/pay | \$38/pay |
| 2016-2017 | \$17/pay | \$41/pay | \$27/pay | \$38/pay | \$45/pay |

The first year of the contract there is no cost sharing recommended as the wages for the employees are frozen. The salary increases recommended in years two through five of the Agreement recognize the employee’s contribution to health care costs. By the fifth year of the agreement, the teachers will be contributing approximately 7% of the current costs of the health care plan. The employee contribution will be deducted through payroll deduction on a pretax basis pursuant to Section 125 of the Internal Revenue Code

The Fact-finder recommends that for bargaining unit members who are married, if one waives coverage, the member would receive \$1500 buy out instead of \$3000.

Waiver payments will be made in two installments the first being on or before December 31 and the second payment on or before the last pay period in June.

Issue #22 Article XIV- Insurance Protection- Dental Insurance

The Association proposes an increase to the maximum coverage for orthodontic services from \$1500 to \$2500 per person.

The School District proposes to limit the orthodontic coverage to a network of dentists and that this coverage be limited to dependents up to the age of 19

Recommendation:

The Fact-finder does not recommend the modifications proposed by either the School District or the Association.

Issue #23 Article XIX- Early Retirement Incentive Plan

The School District proposes the elimination of the plan. The Association proposes to change the eligibility for payment of 90% of final salary to 30 years or more, and twenty-five years for full health care coverage until Medicare age.

Currently, individuals with 30-35 years of service receive 90% of final salary, while those retiring with twenty five to 29.9 years receive 60% of final salary, those with 36 years receive 75% of final salary and those with 37 years receive 60% of final salary. Individuals retiring with more than twenty-five years receive full medical coverage for themselves and their families.

Recommendation:

The Fact-finder does not recommend the elimination of the early retirement incentive plan.

The Fact-finder recommends the following modifications to the early retirement plan:

The Monetary Incentive

25 to 34.99 years of service- 60% of final salary
35 years or more of service- 50% of Final Salary

Health Care

No change to current coverage for the employee who has twenty-five years or more of service with the school district.

Issue #24 Article XXI- Extra Curricular Positions

The Association proposed to modify the current language to eliminate the Business Manager from the committee and elect a chairperson for the committee. The Association also proposes to have the committee meet at least two times a year- Fall and Spring. While the School District agrees with the latter proposal of meeting twice a year, it proposed the elimination of extra curricular positions from the Agreement. This would essentially eliminate the need for the committee.

Recommendation:

The Fact Finder recommends that the only modification to the current provision is to add the following agreed to sentence:

“This committee shall meet a minimum of two times per year, once in the fall semester and once in the spring semester.”

CONCLUSION

Any tentative agreements mutually made prior to, during, and after the fact-finding hearing that are not specifically addressed in the report are recommended to be included, as agreed upon, in the contract. It is further recommended that issues that were raised in negotiations, but were not specifically addressed in fact-finding, remain status quo for the term of the new contract.

The Fact-finder’s recommendations attempted to reflect financial realities and balance the competing goals of each party. A vote to accept the Report does

not necessarily constitute agreement with or endorsement of the rationales but, rather, represents only an agreement to resolve the disputed issues by adopting the Recommendations.

The Fact-finder is impressed with the professionalism of the parties and their candor in presenting their respective positions during the fact-finding hearing. Whether both parties accept this report, the fact-finder hopes that the report can be used as a foundation for a final settlement.

I direct the parties' attention to my cover letter which outlines their responsibilities to notify the PLRB of their acceptance or rejection of this Recommendation.



Rochelle K. Kaplan, Esq.
Fact-finder

June 25, 2012
Fogelsville, PA

Appendix 1**NORTH POCONO****Base Year 2011-2012****Salary Schedule**

| From Top | Step | B | M | M+15 | M+30 | M+51 | PhD |
|-----------------|-------------|----------|----------|-------------|-------------|-------------|------------|
| 14 | 1 | \$40,000 | \$41,400 | \$42,800 | \$44,200 | \$45,700 | \$47,200 |
| 13 | 2 | \$40,500 | \$41,900 | \$43,300 | \$44,700 | \$46,200 | \$47,700 |
| 12 | 3 | \$41,000 | \$42,400 | \$43,800 | \$45,200 | \$46,700 | \$48,200 |
| 11 | 4 | \$41,500 | \$42,900 | \$44,300 | \$45,700 | \$48,700 | \$50,200 |
| 10 | 5 | \$42,000 | \$43,400 | \$44,800 | \$46,200 | \$49,200 | \$50,700 |
| 9 | 6 | \$42,600 | \$44,000 | \$45,400 | \$47,000 | \$50,000 | \$51,600 |
| 8 | 7 | \$44,100 | \$45,500 | \$47,100 | \$48,700 | \$51,700 | \$53,300 |
| 7 | 8 | \$45,600 | \$47,200 | \$48,800 | \$50,400 | \$53,400 | \$56,400 |
| 6 | 9 | \$48,650 | \$50,250 | \$51,850 | \$53,450 | \$56,450 | \$59,450 |
| 5 | 10 | \$52,350 | \$53,950 | \$55,550 | \$57,150 | \$60,150 | \$63,150 |
| 4 | 11 | \$54,000 | \$55,600 | \$57,200 | \$58,800 | \$61,800 | \$64,800 |
| 3 | 12 | \$58,000 | \$59,800 | \$61,600 | \$63,800 | \$66,800 | \$69,800 |
| 2 | 13 | \$62,650 | \$64,450 | \$66,250 | \$68,450 | \$71,650 | \$75,150 |
| 1 | 14 | \$68,080 | \$69,880 | \$71,680 | \$73,880 | \$77,380 | \$80,880 |
| Top | 15 | \$72,820 | \$74,620 | \$76,420 | \$78,220 | \$81,820 | \$85,320 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

NORTH POCONO**2012-2013****Salary Schedule**

| From Top | Step | B | M | M+15 | M+30 | M+51 | PhD |
|-----------------|-------------|----------|----------|-------------|-------------|-------------|------------|
| 14 | 1 | \$40,000 | \$41,400 | \$42,800 | \$44,200 | \$45,700 | \$47,200 |
| 13 | 2 | \$40,500 | \$41,900 | \$43,300 | \$44,700 | \$46,200 | \$47,700 |
| 12 | 3 | \$41,000 | \$42,400 | \$43,800 | \$45,200 | \$46,700 | \$48,200 |
| 11 | 4 | \$41,500 | \$42,900 | \$44,300 | \$45,700 | \$48,700 | \$50,200 |
| 10 | 5 | \$42,000 | \$43,400 | \$44,800 | \$46,200 | \$49,200 | \$50,700 |
| 9 | 6 | \$42,600 | \$44,000 | \$45,400 | \$47,000 | \$50,000 | \$51,600 |
| 8 | 7 | \$44,100 | \$45,500 | \$47,100 | \$48,700 | \$51,700 | \$53,300 |
| 7 | 8 | \$45,600 | \$47,200 | \$48,800 | \$50,400 | \$53,400 | \$56,400 |
| 6 | 9 | \$48,650 | \$50,250 | \$51,850 | \$53,450 | \$56,450 | \$59,450 |
| 5 | 10 | \$52,350 | \$53,950 | \$55,550 | \$57,150 | \$60,150 | \$63,150 |
| 4 | 11 | \$54,000 | \$55,600 | \$57,200 | \$58,800 | \$61,800 | \$64,800 |
| 3 | 12 | \$58,000 | \$59,800 | \$61,600 | \$63,800 | \$66,800 | \$69,800 |
| 2 | 13 | \$62,650 | \$64,450 | \$66,250 | \$68,450 | \$71,650 | \$75,150 |
| 1 | 14 | \$68,080 | \$69,880 | \$71,680 | \$73,880 | \$77,380 | \$80,880 |
| Top | 15 | \$72,820 | \$74,620 | \$76,420 | \$78,220 | \$81,820 | \$85,320 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

NORTH POCONO**2013-2014****Salary Schedule**

| From Top | Step | B | M | M+15 | M+30 | M+51 | PhD |
|-----------------|-------------|----------|----------|-------------|-------------|-------------|------------|
| 14 | 1 | \$40,000 | \$41,400 | \$42,800 | \$44,200 | \$45,700 | \$47,200 |
| 13 | 2 | \$40,500 | \$41,900 | \$43,300 | \$44,700 | \$46,200 | \$47,700 |
| 12 | 3 | \$41,000 | \$42,400 | \$43,800 | \$45,200 | \$46,700 | \$48,200 |
| 11 | 4 | \$41,500 | \$42,900 | \$44,300 | \$45,700 | \$48,700 | \$50,200 |
| 10 | 5 | \$42,000 | \$43,400 | \$44,800 | \$46,200 | \$49,200 | \$50,700 |
| 9 | 6 | \$42,600 | \$44,000 | \$45,400 | \$47,000 | \$50,000 | \$51,600 |
| 8 | 7 | \$44,100 | \$45,500 | \$47,100 | \$48,700 | \$51,700 | \$53,300 |
| 7 | 8 | \$45,600 | \$47,200 | \$48,800 | \$50,400 | \$53,400 | \$56,400 |
| 6 | 9 | \$48,650 | \$50,250 | \$51,850 | \$53,450 | \$56,450 | \$59,450 |
| 5 | 10 | \$52,350 | \$53,950 | \$55,550 | \$57,150 | \$60,150 | \$63,150 |
| 4 | 11 | \$54,000 | \$55,600 | \$57,200 | \$58,800 | \$61,800 | \$64,800 |
| 3 | 12 | \$58,000 | \$59,800 | \$61,600 | \$63,800 | \$66,800 | \$69,800 |
| 2 | 13 | \$62,650 | \$64,450 | \$66,250 | \$68,450 | \$71,650 | \$75,150 |
| 1 | 14 | \$68,080 | \$69,880 | \$71,680 | \$73,880 | \$77,380 | \$80,880 |
| Top | 15 | \$72,820 | \$74,620 | \$76,420 | \$78,220 | \$81,820 | \$85,320 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

NORTH POCONO**2014-2015****Salary Schedule**

| From Top | Step | B | M | M+15 | M+30 | M+51 | PhD |
|-----------------|-------------|----------|----------|-------------|-------------|-------------|------------|
| 14 | 1 | \$40,237 | \$41,637 | \$43,037 | \$44,437 | \$45,937 | \$47,437 |
| 13 | 2 | \$40,737 | \$42,137 | \$43,537 | \$44,937 | \$46,437 | \$47,937 |
| 12 | 3 | \$41,237 | \$42,637 | \$44,037 | \$45,437 | \$46,937 | \$48,437 |
| 11 | 4 | \$41,737 | \$43,137 | \$44,537 | \$45,937 | \$48,937 | \$50,437 |
| 10 | 5 | \$42,237 | \$43,637 | \$45,037 | \$46,437 | \$49,437 | \$50,937 |
| 9 | 6 | \$42,837 | \$44,237 | \$45,637 | \$47,237 | \$50,237 | \$51,837 |
| 8 | 7 | \$44,337 | \$45,737 | \$47,337 | \$48,937 | \$51,937 | \$53,537 |
| 7 | 8 | \$45,837 | \$47,437 | \$49,037 | \$50,637 | \$53,637 | \$56,637 |
| 6 | 9 | \$48,887 | \$50,487 | \$52,087 | \$53,687 | \$56,687 | \$59,687 |
| 5 | 10 | \$52,587 | \$54,187 | \$55,787 | \$57,387 | \$60,387 | \$63,387 |
| 4 | 11 | \$54,237 | \$55,837 | \$57,437 | \$59,037 | \$62,037 | \$65,037 |
| 3 | 12 | \$58,237 | \$60,037 | \$61,837 | \$64,037 | \$67,037 | \$70,037 |
| 2 | 13 | \$62,887 | \$64,687 | \$66,487 | \$68,687 | \$71,887 | \$75,387 |
| 1 | 14 | \$68,317 | \$70,117 | \$71,917 | \$74,117 | \$77,617 | \$81,117 |
| Top | 15 | \$73,057 | \$74,857 | \$76,657 | \$78,457 | \$82,057 | \$85,557 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

NORTH POCONO**2015-2016****Salary Schedule**

| From Top | Step | B | M | M+15 | M+30 | M+51 | PhD |
|-----------------|-------------|----------|----------|-------------|-------------|-------------|------------|
| 14 | 1 | \$40,696 | \$42,096 | \$43,496 | \$44,896 | \$46,396 | \$47,896 |
| 13 | 2 | \$41,196 | \$42,596 | \$43,996 | \$45,396 | \$46,896 | \$48,396 |
| 12 | 3 | \$41,696 | \$43,096 | \$44,496 | \$45,896 | \$47,396 | \$48,896 |
| 11 | 4 | \$42,196 | \$43,596 | \$44,996 | \$46,396 | \$49,396 | \$50,896 |
| 10 | 5 | \$42,696 | \$44,096 | \$45,496 | \$46,896 | \$49,896 | \$51,396 |
| 9 | 6 | \$43,296 | \$44,696 | \$46,096 | \$47,696 | \$50,696 | \$52,296 |
| 8 | 7 | \$44,796 | \$46,196 | \$47,796 | \$49,396 | \$52,396 | \$53,996 |
| 7 | 8 | \$46,296 | \$47,896 | \$49,496 | \$51,096 | \$54,096 | \$57,096 |
| 6 | 9 | \$49,346 | \$50,946 | \$52,546 | \$54,146 | \$57,146 | \$60,146 |
| 5 | 10 | \$53,046 | \$54,646 | \$56,246 | \$57,846 | \$60,846 | \$63,846 |
| 4 | 11 | \$54,696 | \$56,296 | \$57,896 | \$59,496 | \$62,496 | \$65,496 |
| 3 | 12 | \$58,696 | \$60,496 | \$62,296 | \$64,496 | \$67,496 | \$70,496 |
| 2 | 13 | \$63,346 | \$65,146 | \$66,946 | \$69,146 | \$72,346 | \$75,846 |
| 1 | 14 | \$68,776 | \$70,576 | \$72,376 | \$74,576 | \$78,076 | \$81,576 |
| Top | 15 | \$73,516 | \$75,316 | \$77,116 | \$78,916 | \$82,516 | \$86,016 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

NORTH POCONO**2016-2017****Salary Schedule**

| From Top | Step | B | M | M+15 | M+30 | M+51 | PhD |
|-----------------|-------------|----------|----------|-------------|-------------|-------------|------------|
| 14 | 1 | \$41,474 | \$42,874 | \$44,274 | \$45,674 | \$47,174 | \$48,674 |
| 13 | 2 | \$41,974 | \$43,374 | \$44,774 | \$46,174 | \$47,674 | \$49,174 |
| 12 | 3 | \$42,474 | \$43,874 | \$45,274 | \$46,674 | \$48,174 | \$49,674 |
| 11 | 4 | \$42,974 | \$44,374 | \$45,774 | \$47,174 | \$50,174 | \$51,674 |
| 10 | 5 | \$43,474 | \$44,874 | \$46,274 | \$47,674 | \$50,674 | \$52,174 |
| 9 | 6 | \$44,074 | \$45,474 | \$46,874 | \$48,474 | \$51,474 | \$53,074 |
| 8 | 7 | \$45,574 | \$46,974 | \$48,574 | \$50,174 | \$53,174 | \$54,774 |
| 7 | 8 | \$47,074 | \$48,674 | \$50,274 | \$51,874 | \$54,874 | \$57,874 |
| 6 | 9 | \$50,124 | \$51,724 | \$53,324 | \$54,924 | \$57,924 | \$60,924 |
| 5 | 10 | \$53,824 | \$55,424 | \$57,024 | \$58,624 | \$61,624 | \$64,624 |
| 4 | 11 | \$55,474 | \$57,074 | \$58,674 | \$60,274 | \$63,274 | \$66,274 |
| 3 | 12 | \$59,474 | \$61,274 | \$63,074 | \$65,274 | \$68,274 | \$71,274 |
| 2 | 13 | \$64,124 | \$65,924 | \$67,724 | \$69,924 | \$73,124 | \$76,624 |
| 1 | 14 | \$69,554 | \$71,354 | \$73,154 | \$75,354 | \$78,854 | \$82,354 |
| Top | 15 | \$74,294 | \$76,094 | \$77,894 | \$79,694 | \$83,294 | \$86,794 |
| | | | | | | | |
| | | | | | | | |