

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

BETWEEN

ATHENS AREA
EDUCATION ASSOCIATION,
PSEA/NEA

AND

ATHENS AREA
SCHOOL DISTRICT

(
(
(
(FACT-FINDING REPORT
(CASE NO. ACT 88-13-52-E
(
(
(
(

HEARING: JANUARY 9, 2014
ATHENS AREA SCHOOL DISTRICT
ADMINISTRATIVE OFFICES

FACT-FINDER, MARC A. WINTERS

FOR THE DISTRICT
JOHN G. AUDI,
ESQUIRE

FOR THE ASSOCIATION
STUART KARSCHNER,
PSEA UNI-SERV REPRESENTATIVE

EXECUTIVE SESSION: (BY PHONE)

JANUARY 21, 2014

FACT-FINDING REPORT ISSUED:

JANUARY 27, 2014

FACT-FINDER’S REPORT AND RECOMMENDATIONS

BACKGROUND & DISCUSSION

Pursuant to Act 88 of 1992 and the Public Employee Relations Act, 195 of 1970, by letter dated December 17, 2013, the PLRB appointed the undersigned to act as a Fact-Finder and to issue a Report in the matter of the Athens Area Education Association and the Athens Area School District.

The parties to this Fact-Finding have had an ongoing bargaining relationship. The most recent collective bargaining agreement between the parties, a three (3) year agreement expired on August 31, 2013. The parties have met on numerous occasions to negotiate a successor agreement. Unable to reach an Agreement, impasse was declared and the parties proceeded to Fact-Finding based on a request by the Association dated December 16, 2013. The request was granted and Fact-Finding so ordered by the Pennsylvania Labor Relations Board on December 17, 2013.

This bargaining unit is comprised of approximately 178 members listed as professional employees. The school district is located in Bradford County, Pennsylvania.

A Fact-Finding Hearing was conducted on January 9, 2014, in the Athens Area School District Administrative Offices, at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce evidence in support of their respective positions.

This Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Pennsylvania Labor Relations Act.

To arrive at the following recommendations, this Fact-Finder relied on, among other things, the following criteria:

The testimony given, and the evidence presented at the Fact-Finding Hearing and further clarifications given to questions by this Fact-Finder during the Executive Session held January 21, 2014.

Past collectively bargained agreements.

Comparisons of the unresolved issues relative to the employees in this bargaining unit with those issues related to other school districts and other public and private Employees doing comparable work, given consideration to factors peculiar to the area and classifications involved, also known as internal and external parity.

The interest and welfare of the taxpayers, and the ability of the School District to finance and administer the issues proposed.

In writing this report, this Fact-Finder considered comparable data and like issues from the following school districts which encompasses Bradford County:

Athens Area SD, Canton Area SD, Northeast Bradford SD, Sayre Area SD, Towanda Area SD, Troy Area SD and Wyalusing Area SD;

Any and all items or proposals not previously agreed upon or specifically addressed within this Report are considered to be withdrawn. Any and all items or proposals agreed to and any tentative agreements made prior to the date of this Report that are not specifically addressed in this Report are recommended to be incorporated into the new Agreement.

Except as recommended and/or modified below or mentioned above, the provisions of the predecessor agreement are to be incorporated into the new Agreement without modification.

Where this Fact-Finder recommends changes, it may be sufficient to indicate the change only without quoting the exact language of the proposals itself.

ISSUES

The Association and the School District have identified approximately seventy-seven (77) outstanding issues remaining in dispute at the time of the Fact-Finding Hearing. Approximately fifty-one (51) for the District and approximately twenty-six (26) for the Association. Some of the issues were, however, overlapping.

FACT-FINDER'S RECOMMENDATIONS

The parties to this Fact-Finding Hearing, during the Executive Session, agreed that this Fact-Finder need only to list the Fact-Finder's recommendations for the issues above, for which the parties will be discussing and voting on, taking into consideration the criteria listed above.

This Fact-Finder can assure the Association and the District that each and every issue, all supportive data and all financials were read, and comparisons were considered with like issues in similarly situated school districts.

This Fact-Finding, the Hearing process and this Fact-Finder's recommendations all come during difficult times for School Districts and their employees.

School Districts in Pennsylvania have been faced with extremely tough times. The economic climate in Pennsylvania, the Governor's budget cuts of a year or so ago, efforts to fund wage and salary increases, higher insurance premiums and the extreme jump in required pension contributions are having a genuine effect on all school districts and their employees. The concerns over wages, benefits, possible layoffs, demotions, contracting out and cutting programs are justifiable issues School District's, their Boards and their Teacher Unions/Associations have been and still are faced with.

Districts and their employees must share the burden, or the solution so student programs and teacher/support staff jobs are not compromised or lost.

The recommendations that follow are designed to help the School District and the Association further weather through this economic climate while still being as fair as possible to the needs of the professional staff, as employees, of the District as well.

These Recommendations will take in account the District's and the Association's proposals and positions together.

New language will be added in blue while deleted language will be blue with a line through it.

Issue #1: Section 2.05. PUBLIC INFORMATION

The Board agrees to furnish upon written request of the Association, public information pertaining to the financial resources of the District when such information is made available for the public. Such information includes census data, financial reports, agendas and minutes of the Board meetings. **The District shall also notify the Association within twenty-four (24) hours of all Right-To-Know request received.**

Issue #2: Section 4.01. WORK YEAR

The salary schedule shall be based upon a **188** day work year.

Issue #3: Section 4.02. WORK DAY

The length of the school day is to be determined by the Administration in the best interest of the pupils attending each individual school. The professional staff shall be available for duties for a maximum of seven (7) hours **and fifteen (15) minutes** (excluding 30-minute duty-free lunch time) unless otherwise specified herein.

Issue #4: Section 4.03. IN-SERVICE DAYS

B: Eligible In-Service/Professional Development Hours will be credited toward the PDE mandated Act 48.

Issue #5: Section 4.07. INDUCTION PROCESS

The Induction process for newly hired teachers will begin **at the beginning of the school year** and may last for up to one year.

Issue # 6: Section 5.02. SALARY SCHEDULES & PERCENTAGES

3. Percentage of increase of total bargaining unit cost includes:

2013 - 2014	2%	(Retroactive)
2014 - 2015	2.5%	
2015 - 2016	2.5%	

Salary schedules will be attached at the end of this Report.

Agreed upon antiquated language will be removed from this Article and Section.

Issue #7: Section 6.03. PROFESSIONAL DUTIES, HOMEBOUND, AND DRIVER TRAINING SALARIES

2. Employees who are giving homebound instruction at times other than regular school hours shall be paid at the rate listed below:

COMPENSATION RATES

Beginning 2013-2014 \$23.00/hour

Issue #8: Section 6.07. ACTIVITY UNITS & Section 6.09, WOKERS PER EVENT.

Bus Chaperons will be moved from Section 6.07 to Section 6.09.

Issue #9: Section 7.01. INSURANCE COVERAGE

Insurance coverage shall terminate at the end of the contract period as follows:

2. Long term substitutes will have insurance continued for thirty (30) days. Others leaving the system for reasons of accepting other positions will have insurance terminated **on the last day of the month they leave.**

Issue #10: Section 7.02. HEALTH INSURANCE

Changes to the Health Insurance are as follows:

High Deductible Plan (known as HDHP-1) as discussed below.

Single Coverage - Bargaining unit members who choose to enroll in the HDHP-1 single coverage shall contribute a premium share of a total of \$1,000 annually. The premium share shall be deducted from their pay in equal installments.

A deposit of \$2,000 will be made into the employee's HRA. The HRA shall be available to the member on day one of each

calendar year.

The first \$1,000 will allow annual roll over of unused funds to the benefit of the employee and the additional \$1,000 if not needed, will roll over to the employer.

The HDHP-1 single coverage plan includes a \$1,250 deductible and \$2,000 annual co-insurance maximum (the co-insurance maximum includes the \$1,250 deductible). The member is responsible for paying the first \$1,000 of this amount, with out-of-pocket, non-reimbursed expenses or through the use of the \$1,000 that if not used, rolls over to the benefit of the employee. After the first \$1,000 of deductibles and/or co-insurance has been met, the employee shall be able to draw from the additional \$1,000 of HRA that if not used will roll over to the employer. At the end of the calendar year, whatever portion of the \$1,000 HRA that allows carryover and is not used, will roll over into the member's account for use in the following year(s). At the end of the calendar year, any remaining portion of the additional \$1,000 of HRA that if not used will roll over to the employer, shall be returned to the employer.

Non-Single Coverage - Bargaining unit members who choose to enroll in the HDHP-1 non-single coverage shall contribute a premium share of a total of \$1,500 annually. The premium share shall be deducted from their pay in equal installments.

A deposit of \$3,500 will be made into the employee's HRA. The HRA shall be available to the member on day one of each calendar year.

The first \$1,500 will allow annual roll over of unused funds to the benefit of the employee and the additional \$2,000 if not needed, will roll over to the employer.

The HDHP-1 non-single coverage plan includes a \$2,000 deductible and \$4,000 annual co-insurance maximum (the co-insurance maximum includes the \$4,000 deductible). The member is responsible for paying the first \$1,500 of this amount, with out-of-pocket, non-reimbursed expenses or through the use of the \$1,500 that if not used, rolls over to the benefit of the employee. After the first \$1,500 of deductibles and/or co-insurance has been met, the employee shall be able to draw from the additional \$2,000 of HRA that if not used will roll over to the employer. At the end of the calendar year, whatever portion of the \$1,500 HRA that allows carryover and is not used, will roll over into the member's account for use in the following year(s). At the end of the calendar year, any remaining portion of the additional \$2,000 of HRA that if not used will roll over to the employer, shall be returned to the employer.

In the event that the entire \$3,500 HRA is exhausted, the employee will then be responsible for the final \$500 of deductibles and/or co-insurance.

Any member premium sharing shall be deducted in equal amounts spread over each paycheck through a qualified I.R.S. 125 payroll deduction plan.

The employer contribution of the HRA (\$1,000 or \$2,000) shall be based on the coverage that the member is enrolled in at the time of the deposit and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events. The employee contribution (\$1,000 or \$1,500) shall be based on the coverage that the member is enrolled in on July 1st and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events. If a member severs from the Canton Area School District, said member shall be responsible for the entire annual premium share, which will require a lump sum deduction for the remaining amount.

Antiquated or outdated language may be removed prior to printing the new Agreement.

Issue #11: **Section 7.04. INCOME PROTECTION**

The Employer shall provide a Group Income Protection Plan for Professional employees starting with the 31st day of sickness or accident. This coverage will cover sickness up to two (2) years and accident for five (5) years.

Income protection payments will be no more than 2/3 of regular earnings with a minimum of \$50.00 per month and a maximum of \$350.00 per month.

Issue #12: **Section 7.08. SEVERANCE PAY**

1. Severance pay beginning with the 2013-2014 school year will be \$75.00 per day

Issue #13: **Section 7.09. POST RETIREMENT INSURANCE CONTINUATION**

1. To the extent permitted by each insurance company or organization involved, the employer shall permit any employee who has retired from the district after 15 years of service, to retain any or all of the insurance coverage herein provided, up to age 65. Such employee shall pay to the employer the required monthly premiums in advance. This benefit shall be nullified should the employee engage in any form of regular employment offering equal benefits after retirement.

Issue #14: **Section 8.02. SICK LEAVE BANK**

J. A committee shall be formed consisting of two members of the Association and two members of the District to formulate guidelines regarding the sick leave bank. District Issues such as changing to donation bank and District Liability will be considered by the committee.

Issue #15: **Section 8.06. BEREAVEMENT LEAVE**

1. An employee who suffers a death in his or her immediate family (spouse, child, step-parent, step-child in the same residence) (parent, child, step-parent, step-child not in the same residence) shall be granted, upon notifying the school district, a leave-of-absence up to a maximum of five (5) working days **of which one (1) day will be for the day of the funeral.**

4. Any employee who suffers a death in his or her family (aunt, uncle, niece, nephew, and first cousin) shall be granted one (1) working day. ~~for absence on the day of the funeral.~~

Issue #16: **Section 8.08. SABBATICAL LEAVE POLICY**

~~5. Those professional staff members who have taken the first half of the entitled split leave for travel during the 1994-95 and/or the 1995-96 school years will be eligible to take the second half of the split as entitled under the terms of the previous policy during the 1995-96 or 1996-97 school years. Otherwise, this policy will take effect beginning with the 1996-97 school year.~~

~~7. Those professional staff members who have taken the first half of the entitled split leave for travel during the 1994-95 and/or the 1995-96 school years will be eligible to take the second half of the split as entitled under the terms of the previous policy during the 1995-96 or 1996-97 school years. Otherwise, this policy will take effect beginning with the 1996-97 school year.~~

The above language is removed as being antiquated.

Issue #17: **Section 12.02. POSTING OF VACANCIES**

All professional staff vacancies shall be posted **by the Administration on the District's website until filled. An email will be sent to all professional staff upon posting the vacancy on the District's website.**

Issue #18: **Section 12.04. SUBSTITUTES**

Whenever possible, **highly qualified** certified teachers will be employed for absent teachers. Suspended (laid off) teachers shall be given preferential consideration to work as substitutes provided they have been certified and are qualified to teach the available course. The rate of pay will be the regular per diem rate for substitutes as established by the School District. **Substitutes must work at least one day per year to keep required clearances current.**

Issue #19: **Section 12.08. JOB SECURITY**

3 If a suspended tenured employee accepts a temporary position which exceeds 90 calendar days due to a sabbatical leave, **child care** leave or **medical leave**, he/she shall receive full benefits and be placed on proper step. The proper step shall be the next step beyond the step which they left when suspended.

Issue #20: New Language: **TEST PROCTORING**

Teachers shall not proctor any State or Federal agency required test of their own classroom.

Issue #21: **GRIEVANCE PROCEDURE**

STEP I

Person or persons, or Association initiating the alleged grievance shall present the grievance, in writing and on a form provided by the employer, to the first level supervisor within twenty (20) working days after its occurrence.

The first level supervisor shall reply to the grievance within five (5) working days after initial presentation of the grievance. The first level supervisors are:

- a. Elementary Principal,
- b. Middle School Principal,** and
- c. Athens Area High School Principal.

Issue #22: **Section 14.08. MILEAGE**

1. The rate of approved mileage for persons covered in this contract shall be the IRS rate. ~~beginning with 1992-1993 throughout the life of the contract. Should any regular employee in the district be reimbursed at a greater rate than stipulated, this new rate will be applicable to this contract from date of rate change approval.~~ This applies only to conventional cars. Other vehicles may be used at option of the driver and no additional reimbursement will be granted. If larger vehicles (example: Vans) are used at the request of the Administration, additional mileage may be paid without affecting the contractual rate.

Issue #23: **Section 15.02. TERM OF AGREEMENT**

The Term of Agreement shall be from September 1, 2013, to and including August 31, 2016, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

Dated: January 27, 2014

Fact-Finder Marc A Winters
Marc A. Winters

First Year (2013-2014)**Salary Schedule**

Step	Bach	B+12	B+24	M/B+36	M+12	M+24	M+36	M+42	M+48	M+54	M+60	PhD
1	\$50,286	\$51,586	\$55,386	\$58,329	\$62,629	\$67,529	\$69,029	\$70,529	\$72,029	\$73,529	\$75,029	\$78,529
2	\$50,786	\$52,086	\$55,886	\$58,829	\$63,129	\$68,029	\$69,529	\$71,029	\$72,529	\$74,029	\$75,529	\$79,029
3	\$51,286	\$52,586	\$56,386	\$59,329	\$63,629	\$68,529	\$70,029	\$71,529	\$73,029	\$74,529	\$76,029	\$79,529
4	\$52,536	\$53,836	\$57,636	\$60,579	\$64,129	\$69,029	\$70,529	\$72,029	\$73,529	\$75,029	\$76,529	\$80,029
5	\$53,786	\$55,086	\$58,886	\$61,829	\$64,629	\$69,529	\$71,029	\$72,529	\$74,029	\$75,529	\$77,029	\$80,529
6	\$55,036	\$56,336	\$60,136	\$63,079	\$65,129	\$70,029	\$71,529	\$73,029	\$74,529	\$76,029	\$77,529	\$81,029
7	\$56,286	\$57,586	\$61,386	\$64,329	\$65,629	\$70,529	\$72,029	\$73,529	\$75,029	\$76,529	\$78,029	\$81,529
8	\$57,586	\$58,886	\$62,686	\$65,629	\$66,929	\$71,029	\$72,529	\$74,029	\$75,529	\$77,029	\$78,529	\$82,029
9	\$58,886	\$60,186	\$63,986	\$66,929	\$68,229	\$71,529	\$73,029	\$74,529	\$76,029	\$77,529	\$79,029	\$82,529
10	\$60,186	\$61,486	\$65,286	\$68,229	\$69,529	\$72,029	\$73,529	\$75,029	\$76,529	\$78,029	\$79,529	\$83,029
11	\$61,486	\$63,786	\$67,029	\$69,529	\$71,029	\$72,529	\$74,029	\$75,529	\$77,029	\$78,529	\$80,029	\$83,529

Second Year (2014-2015)**Salary Schedule**

Step	Bach	B+12	B+24	M/B+36	M+12	M+24	M+36	M+42	M+48	M+54	M+60	PhD
1	\$51,520	\$52,820	\$56,620	\$59,563	\$63,863	\$68,763	\$70,263	\$71,763	\$73,263	\$74,763	\$76,263	\$79,763
2	\$52,020	\$53,320	\$57,120	\$60,063	\$64,363	\$69,263	\$70,763	\$72,263	\$73,763	\$75,263	\$76,763	\$80,263
3	\$52,520	\$53,820	\$57,620	\$60,563	\$64,863	\$69,763	\$71,263	\$72,763	\$74,263	\$75,763	\$77,263	\$80,763
4	\$53,770	\$55,070	\$58,870	\$61,813	\$65,363	\$70,263	\$71,763	\$73,263	\$74,763	\$76,263	\$77,763	\$81,263
5	\$55,020	\$56,320	\$60,120	\$63,063	\$65,863	\$70,763	\$72,263	\$73,763	\$75,263	\$76,763	\$78,263	\$81,763
6	\$56,270	\$57,570	\$61,370	\$64,313	\$66,363	\$71,263	\$72,763	\$74,263	\$75,763	\$77,263	\$78,763	\$82,263
7	\$57,520	\$58,820	\$62,620	\$65,563	\$66,863	\$71,763	\$73,263	\$74,763	\$76,263	\$77,763	\$79,263	\$82,763
8	\$58,820	\$60,120	\$63,920	\$66,863	\$68,163	\$72,263	\$73,763	\$75,263	\$76,763	\$78,263	\$79,763	\$83,263
9	\$60,120	\$61,420	\$65,220	\$68,163	\$69,463	\$72,763	\$74,263	\$75,763	\$77,263	\$78,763	\$80,263	\$83,763
10	\$61,420	\$62,720	\$66,520	\$69,463	\$70,763	\$73,263	\$74,763	\$76,263	\$77,763	\$79,263	\$80,763	\$84,263
11	\$62,720	\$65,020	\$68,263	\$70,763	\$72,263	\$73,763	\$75,263	\$76,763	\$78,263	\$79,763	\$81,263	\$84,763

Third Year (2015-2016)**Salary Schedule**

Step	Bach	B+12	B+24	M/B+36	M+12	M+24	M+36	M+42	M+48	M+54	M+60	PhD
1	\$52,856	\$54,156	\$57,956	\$60,899	\$65,199	\$70,099	\$71,599	\$73,099	\$74,599	\$76,099	\$77,599	\$81,099
2	\$53,356	\$54,656	\$58,456	\$61,399	\$65,699	\$70,599	\$72,099	\$73,599	\$75,099	\$76,599	\$78,099	\$81,599
3	\$53,856	\$55,156	\$58,956	\$61,899	\$66,199	\$71,099	\$72,599	\$74,099	\$75,599	\$77,099	\$78,599	\$82,099
4	\$55,106	\$56,406	\$60,206	\$63,149	\$66,699	\$71,599	\$73,099	\$74,599	\$76,099	\$77,599	\$79,099	\$82,599
5	\$56,356	\$57,656	\$61,456	\$64,399	\$67,199	\$72,099	\$73,599	\$75,099	\$76,599	\$78,099	\$79,599	\$83,099
6	\$57,606	\$58,906	\$62,706	\$65,649	\$67,699	\$72,599	\$74,099	\$75,599	\$77,099	\$78,599	\$80,099	\$83,599
7	\$58,856	\$60,156	\$63,956	\$66,899	\$68,199	\$73,099	\$74,599	\$76,099	\$77,599	\$79,099	\$80,599	\$84,099
8	\$60,156	\$61,456	\$65,256	\$68,199	\$69,499	\$73,599	\$75,099	\$76,599	\$78,099	\$79,599	\$81,099	\$84,599
9	\$61,456	\$62,756	\$66,556	\$69,499	\$70,799	\$74,099	\$75,599	\$77,099	\$78,599	\$80,099	\$81,599	\$85,099
10	\$62,756	\$64,056	\$67,856	\$70,799	\$72,099	\$74,599	\$76,099	\$77,599	\$79,099	\$80,599	\$82,099	\$85,599
11	\$64,056	\$66,356	\$69,599	\$72,099	\$73,599	\$75,099	\$76,599	\$78,099	\$79,599	\$81,099	\$82,599	\$86,099