

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of Fact-Finding:

Between

Athens Area Education Association

And

Athens Area School District

Fact-Finding Report
and
Recommendations

Case No. ACT 88-15-34-E

FACT FINDER: Robert J. Millett
MEDIATOR: Daniel O'Rourke

FOR THE EMPLOYER

John G. Audi, Esquire

FOR THE UNION

Stuart Karschner, PSEA Uni Serv Representative

BACKGROUND

Pursuant to Act 88 of 1992 and the Public Employee Relations Act, 195 of 1970, by letter dated August 18, 2015, the PLRB appointed the undersigned to act as Fact Finder in the matter between Athens Area School District and the Athens Area Education Association.

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 many occasions to negotiate a successor agreement. Unable to reach an agreement, impasse was declared and the parties proceeded to Fact-finding on a request by the Association. The request was granted and Fact-finding so ordered by the PLRB.

This bargaining unit is comprised of approximately 171 members listed as professional employees. The school district is located in Bradford County, Pennsylvania.

A Fact-finding hearing was held September 16, 2015, at the Athens Area School District Administrative offices at which time the 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 express his appreciation to both sides for their courtesy and cooperation to the Fact Finder.

Any and all items or proposals not previously agreed upon or specifically addressed within this report are to be considered withdrawn. Any and all items or proposals agreed to and any tentative agreements made prior to the date of this report including any agreed to at the hearing that are not specifically addressed in the 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 will be sufficient to indicate only the change without quoting the exact language of the proposal itself.

ISSUES

The Association and the School District have identified approximately fifty-six (56) outstanding issues remaining in dispute at the end of the hearing.

Article II-Rights of the Association

- Section 2.02 Association Days
- Section 2.03 Payroll Deductions
- Section 2.05 Public Information
- Section 2.08 AAEA Leave of absence

Article IV-Teacher Work Year and Work Day

- Section 4.01 Work Year
- Section 4.02 Work Day

- Section 4.03 In-Service Days
- Section 4.04 Open House
- Section 4.05 Self Directed
- Section 4.06 Faculty Meetings
- Section 4.07 Induction Process

Article V-Salary Schedule

- Section 5.01 Salary schedule Definitions
- Section 5.02 Pay Periods, Salary Schedules, Percentages

Article VI-Extra Duty Pay

- Section 6.01 Elementary
- Section 6.01A Secondary Head Teachers and Middle School Head Teachers
- Section 6.02 Guidance Counselors
- Section 6.03 Professional Duties, Homebound and Driver Training Salaries
- Section 6.05 Payment For Extra Duties
- Section 6.06 Coaching Units
- Section 6.07 Activity Units
- Section 6.09 Workers Per Event

Article VII-Fringe Benefits

- Section 7.02 Health Insurance
- Section 7.02(b) Health Care Buy Out Option
- Section 7.02© Changes in Health Care Plans
- Section 7.04 Income Protection
- Section 7.05 Vision Insurance
- Section 7.06 Dental Insurance
- Section 7.07 Certification Fee
- Section 7.08 Severance Pay
- Section 7.09 Post Retirement Insurance Continuation
- Section 7.10 Retirement Incentive
- Section 7.11 Retirement Benefits For BLaST Transferees

Article VIII-Paid Leaves

- Section 8.01 Sick Leaves
- Section 8.02 Sick Leave Bank
- Section 8.03 Payment For Unused Sick Days
- Section 8.04 Personal Days
- Section 8.06 Bereavement leave
- Section 8.07 Legal Leave
- Section 8.08 Sabbatical Leave Policy

Article IX-Unpaid Leaves

- Section 9.02 Child Care Leave

Article X-Educational Incentive Plan

- Section 10.01
- Section 10.05
- Section 10.06

Article XI-Teacher Evaluation

- Section 11.09

Article XII-Employee Rights

- Section 12.01 Teaching Assignments
- Section 12.03 Transfers
- Section 12.04 Substitutes
- Section 12.07 Lunch Period
- Section 12.11 Children of Non-Resident Teachers
- New Section Test Proctoring

Article XIV-Miscellaneous Provisions

Section 14.07 Printing Agreement
Section 14.09 Professional Conferences
Section 14.11 IEP'S
Section 14.12 Illness or Disability Leave

Memorandum Of Understanding

POSITIONS and RECOMMENDATIONS

ARTICLE II Rights of Association

Position of the parties

The Association wants to include new language "The District shall notify the Association within twenty-four (24) hours of all Right – To-Know request received."

The District does not want the new language.

Recommendation

The Fact Finder is recommending the Association language except with seventy-two (72) hours instead of twenty-four (24).

Article IV Teacher Work Year and Work Day

Position of the parties

Both parties are proposing the addition of the language "Such meetings shall be scheduled during the first month of school." In section 4.06 Faculty Meetings.

Recommendation

The Fact Finder is recommending the inclusion of this language.

Article V Salary Schedule

Position of the parties

The Association is proposing 3% raise increases each of five years including retroactivity.

The District is proposing a four year contract with wage freezes the first two years and 2.5% the last two years.

Recommendation

The Fact Finder is recommending a five year contract with only step movement the first year (2013-14). One thousand dollars (\$1000) on scale the second year (2014-15). In the final three years (2015-16, 2016-17, 2017-18) 2.75% each year. Salary schedules are attached.

Article VI Extra Duty Pay

The position of the parties

Both parties are proposing the compensation rates in Section 6.03(2) be increased from \$21/hour to \$23/hour. Both parties are also proposing various increases and decreases in this section.

Recommendation

The Fact Finder is recommending the increase in the hourly rate effective with ratification of the CBA with no other changes.

Article VII Fringe Benefits Section 7.02

Position of the parties

Both parties are proposing the elimination of the current Traditional and PPO healthcare plans and moving members to a High Deductible Healthcare Plan (HDHP). Both sides are proposing differing amounts for the “premium share and HRA” amounts.

Recommendation

The Fact Finder is recommending going to the HDHP plan ASAP upon ratification. He is also recommending premium shares of \$1000/year for single and \$2000 for non-single coverage. The HRA amounts would be \$2000 single and \$4000 non-single year 2015-16, \$1750 single and \$3500 non-single year 2016-17 and \$1500 single and \$3000 non-single year 2017-18.

Article VII Fringe Benefits Section 7.09

Position of the parties

The District is proposing the coverage of only single employee at ratification and elimination of this benefit entirely on August 31, 2017.

The Association is proposing status quo.

Recommendation

The Fact Finder is recommending to keep current retiree benefit levels for all current employees with 25 or more years of service. Employees with 15 to under 25 years service would get single coverage only with the option to purchase coverage for their spouse and/or dependents, at 100% of premium difference from individual coverage.

Article XII Employee Rights

Position of the parties

The District is proposing changes in Section 12.03 Transfers.

Recommendation

The Fact Finder is recommending the inclusion of the District language.

Dated: September 28, 2015

Robert J. Millett
Fact Finder