

PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of the Employees of the

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Case No. : ACT 88-15-20-E

Troy Area School District

FACT FINDING REPORT

Due to the failure of the Troy Area School District (District) and its professional employees as members of the Troy Area Education Association (Association/Teachers) to agree on the terms of a collective bargaining agreement to commence on July 1, 2013, the Pennsylvania Labor Relations Board appointed the undersigned as a Fact Finder. At a hearing between the parties, held on June 18 and 19, 2015, the District was represented by David F. Conn, Esquire of Sweet, Stevens, Katz and Williams, LLP. The Association was represented by Stuart Karschner, PSEA UniServ Representative.

FINDINGS AND CONCLUSIONS

- 1. Art. II, Sec. B – School Year: The Association requested that the professional work year be shortened by one day each year of the contract. The District countered with an offer of a reduction of one day for the entire five year contract. Testimony showed that a reduction in the number of work days would not adversely affect the quality of education given the student body.

Findings: All professional employees shall be employed for the following number of days:

Sch. Yr.	Reg. Teach. Da.	In Svc. Da.	Prof. Dev. Da.	Yrly. Tot.
2013-14	180	4	6	190
2014-15	180	4	6	190
2015-16	180	4	5	189
2016-17	180	4	4	188
2017-18	180	4	4	188

- 2. Art. II, Sec. B: The District requested additional language to require and clarify administrative pre-approval before allowing additional working beyond the school year. The request is reasonable and can only result in contractual clarification.

Findings: The following paragraph shall be added to the end of Article II, Section B:

“Additional time worked in excess of the regular teaching year (total days per school year in above chart) shall be paid on a proration of 1 divided by the yearly total of the above days of the annual salary. Additional days will be paid by submission of the appropriate documentation of their completion. Teachers pre-approved for additional time will be as follows: Vo-Ag (5 days); Guidance (10 days); and Curriculum Coordinator (10 days). All other teachers will require prior administrative approval before working days beyond the contract yearly total days above. Deductible absences will be computed on the same basis.”

- 3. Art. II, Sec. B: The Association requested a uniform planning time of a half-day for each teacher once a month. Although there is no doubt that such time would be used productively by the teachers there was a lack of sufficient data to be persuasively convincing that the granting of such request would be sufficiently beneficial for student education.

Findings: The requested uniform half day planning time should not be granted.

- 4. Art. II, Sec. C: The District proposed language to define an instructional day as 7 hours and 45 minutes and an in-service day as 7 hours. Testimony showed that the current language adequately controlled the instructional and non-instructional time of the teachers to adequately provide for teaching and custodial care of students during their attendance at school. There was not sufficient testimony to warrant any further clarification.

Findings: The requested language should not be granted.

- 5. Art. II, Sec. C: The Association proposed that all teachers have at least one preparatory period each day and be compensated should the teacher cover a class during said preparatory period. The District countered that this would require additional staffing for the District. Under existing conditions, however, it is not infrequent that teachers who have

an open period are required to cover for an absent teacher and lose their potential preparatory time. This inequity for teachers should not exist.

Findings: Teachers shall have at least one preparatory class period each school day. Teachers shall be credited with compensatory time in the event that the District fails to provide a substitute for an absent teacher and a member of the bargaining unit has to cover class during any unscheduled time. The compensatory time may be used as time off in half day or full day increments with a cap of four (4) days off per year. Compensatory time not use by the end of the school year will be tallied and paid to the employee at the rate of \$35.00 an hour.

6. Art. III, Sec. A through H: The parties produced copious testimony supporting both the need for an adequate raise in salary for the teachers and the budgetary effect that such increase would have to the District. The testimony also showed the effect of an increase in the number of steps and the need to collapse the number of columns in the salary schedule.

Findings: The attached salary schedules reflect the findings which are summarized as zero movement, but \$1,000.00 on scale amount for each teacher for the 2013-14 term; \$1000.00 on scale amount followed by 2 ½ % increment with step movement for 2014-15 term; 2 ½ % increment with step movement for 2015-16 term; 2 1/2% increment with step movement for 2016-17 term; and an increment of 2 ½ % with step movement for the 2017-18 school term. In addition the half steps will be eliminated and the whole steps will be expanded from 10 to 17 with whole step movement, where agreed, to be made annually. The columns should be collapsed from 18 to 12 as shown in the schedules. Sections "B" and "C" are eliminated and the remaining sections lettered appropriately. The divisor in section "G" should be the yearly total of school days. (If there is any discrepancy between the above explanation and the attached salary schedules the attached salary schedules and supporting papers will control.)

7. Art. III, Sec.H - Extra Duty Activities: The Association sought an increase in the Extra Duty Compensation of 2.1/2 % and a dollar on "Game rates" for each year. The District countered with 1% each year beginning with the 2015-16 school year and eliminating extra duty language for non-coaching athletic related events. Admittedly many of the non-coaching athletic related events are not performed by employees, but rather by community personnel.

Findings: Beginning with the 2015-16 school year, the Extra Duty Compensation rate shall be increased by 2% each year. Compensation for non-coaching athletic related events shall be eliminated and relegated to volunteer status.

8. Art. IV, Sec. A - Credit Reimbursement: The District requested the placing of an annual maximum reimbursement which could be requested by the teachers. It based its action on the desire to add more structure to the practice and to maintain good budgetary practices.

Findings: The following language shall be added as the second paragraph of this section: "For each year of the agreement, reimbursement for courses will be limited to a maximum annual expense for all such applications of \$60,000 per year for the entire bargaining unit. Employees planning to apply for credit/tuition reimbursement shall notify the District by August 1st of each applicable year of the expected course and cost of said course. Employees who are in an approved program shall receive preference toward the \$60,000 allotment. The remaining applications shall be reviewed by the Superintendent, who shall have the authority to select the order of priority for reimbursement, in order to provide for the most educationally beneficial professional development, from the \$60,000 pool. In the event the \$60,000 pool is not exhausted with this initial application period, applications for credit reimbursement shall be considered on a case by case basis for the remainder of the school year under the provisions of this article until such time as the \$60,000 is exhausted."

9. Art. IV, Sec. B - Health Insurance: The parties have generally agreed on the terms of the health insurance provided to the teachers. Some terms, however, require clarification for finalization.

Findings: The Health Insurance section should show the following: (a) For the year 2015-16 all employees with family coverage shall make an initial premium contribution of \$1650; (b) For the years 2016-17 and 2017-18 all employees with family coverage will make a premium contribution of \$1700; (c) Single employee coverage will be \$1000 for 2016-17 and 2017-18.

The following should be added as subsection "g":

"If it is determined at any time that the Plan will be subject to the excise tax, or any other ruling or regulation is promulgated which has the effect of raising health care costs for the District by more than ten (10%) percent, then the parties agree to meet to identify an alternative plan that will not be subject to the excise tax or increased costs. If the

parties fail to agree on such a Plan by the start of the school year in which the increased costs will take effect, then the issue will be submitted to binding arbitration wherein the arbitrator is only empowered to pick one of the two proposals submitted by the parties.”

10. Art. IV, Sec. E - Retirement: The Association proposed to increase the amount to be reimbursed to a permanent retiring teacher for unused sick leave be increased and be made subject to a graduated scale. The District merely questions the amount of money paid.

Findings: The amount of money to be paid should be for a total of 145 unused sick leave days at \$50 for each such day if notice is given before March 1st, \$40 if notice is given between March 2nd and April 1st, \$25 if notice is given between April 2nd and the last day of school and \$15 if notice is given after the last day of school.

11. Art. IV, Sec. F - Retirement Insurance: The District proposed changes in the retirement insurance language that would increase the monetary credits to one and one-half the employees’ highest annual salary, but would limit the coverage to single coverage only. The Association is not in favor of losing its added family coverage. Insurance coverage is a budgetary item the amount of which warrants sharing by both the insured and the premium payer.

Findings: Monetary insurance credits shall be increased to one and one-half the employees highest annual salary, but the coverage shall be limited only to single coverage.

12. Art. V, Sec. D – Personal Days: The District proposed a cap on the number of accumulated personal days for which a sliding buy-out payment would be made to teachers retiring permanently. The Association questions the amount of payment.

Findings: The amount of payment will be for a period not to exceed 50 days at \$50 per day if notice of retirement is given before March 1st, \$40 if notice is given between March 2nd and April 1st, \$25 if notice is given between April 2nd and the last day of school and \$15 if notice is given after the last day of school.

13. Art. V, Sec. G (or H) -Association Days: The District requested that some guideline be established for the number of teacher’s absences for participating in Association activities. Publication of the District’s position on this matter will be of benefit to both the District and the Association.

Findings: The Association shall be granted two (2) leave days per year to attend Association conferences or workshops without any cost, loss of pay or sick leave. The Association shall be granted additional days providing the Association reimburse the district for a substitute (current substitute daily rate) if a substitute is used. A minimum of three (3) days’ notice shall be provided to the building principal prior to the absence.

Dated: June 29, 2015

John J. Dunn, Sr., Esquire
Fact Finder