

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF THE FACT FINDING BETWEEN

BRISTOL TOWNSHIP EDUCATION
ASSOCIATION, PSEA/NEA

and

BRISTOL TOWNSHIP SCHOOL
DISTRICT

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FACT FINDING REPORT
CASE NO. ACT 88-16-16-E

HEARING: May 20, 2016
Levittown, PA

FACT FINDER: John M. Skonier, Esq.

FOR THE DISTRICT:
David J. Truelove, Esq.
School District Labor Counsel

FOR THE ASSOCIATION:
Gregory J. Moll
PSEA Region Field Director

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 Bristol Township Education Association, PSEA-NEA (hereinafter Association) and the Bristol Township School District (hereinafter District). By letter dated April 19, 2016, 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 May 20, 2016, in Levittown, 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. 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

Recommendation:

In view of the entire package for consideration by the parties, it is recommended that the parties modify Article II., Term of Agreement, to provide for a 5-year term. The upcoming school year will be the third year of this contract. A 5-year contract will afford labor peace through August 31, 2019. In recognition of this fact, it is recommended that the relevant contractual provision shall read as follows:

II. TERM OF AGREEMENT

The term of this Agreement shall become effective on September 1, 2013 until August 31, 2019 or until such later date as the two parties may hereinafter agree is to be the

extended ending date. Any such date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

Wage

The proposals by the parties in the area of wage and salary reflect the respective perception of the economic factors that affect the District and the individual members of the bargaining unit within the broader context of comparable school districts.

The Association made the following wage and salary proposal:

Combine salary schedule columns as follows: B 15 and B30 to create B24 (salaries of the new column to be the average of the two columns eliminated). Combine salary schedule columns M15 and M30 to create M24 (salaries of the new column to be the average of the two columns eliminated). Current employees would be grandfathered on their current column until they earn credits to migrate to a new column.

Year 1 - 2014-2015 - Full step and column movement retroactive to the first day of the 2014- 2015 work year.

Year 2 - 2015-2016 - Delayed step and column movement retroactive to the 14th pay of the school year. 1.0% added to the salary schedule.

Year 3 - 2016-2017 - Full step and column movement effective the first day of the work year. 1.0% added to the salary schedule. If 10 or more members tender their irrevocable notice of retirement before the beginning of the 2016-2017 school year, an additional 1.50% will be added to all cells of the salary schedule.

Year 4 - 2017-2018 - Full step and column movement effective the first day of the work year. 1.0% added to the salary schedule. If 10 or more members tender their irrevocable notice of retirement before the beginning of the 2017-2018 school year, an additional 1.50% will be added to all cells of the salary schedule.

Year 5 - 2018-2019 - Full step and column movement effective the first day of the work year. 1.0% added to the salary schedule. If 10 or more members tender their irrevocable notice of retirement before the beginning of the 2018-2019 school year, an additional 1.50% will be added to all cells of the salary schedule.

The Board made the following wage and salary proposal:

SALARY:

Year 1: Freeze

Year 2: Freeze

Year 3: Full step and \$1,500 Bonus for top of scale

Year 4: No step movement, one column movement, and \$2,000 Bonus for all members.

Recommendation:

At this time, as the first two years of this new collective bargaining agreement are virtually completed, status quo is recommended for those two years. That being said, any change shall be effective prospectively, beginning with the third year of the contract. The wage for the five years of the contract is recommended to be as follows:

Year 1 - 2014-2015 - Status Quo.

Year 2 - 2015-2016 - Status Quo.

Year 3 - 2016-2017 - Full step and column movement effective the first day of the work year. Those bargaining unit members at the top of the salary schedule shall receive a bonus of \$1,500, which is not to be included in their base salary.

Year 4 - 2017-2018 - Full step and column movement effective the first day of the work year. Those bargaining unit members at the top of the salary schedule shall receive a bonus of \$1,600, which is not to be included in their base salary.

Year 5 - 2018-2019 - Full step and column movement effective the first day of the work year. An additional 1.0% shall be added to the salary schedule.

The salary schedules for the five years of the contract shall be as follows:

BRISTOL TOWNSHIP SCHOOL DISTRICT
2014-2015 SALARY SCHEDULE
Status Quo.

| YRS | BS | BS+15 | BS+30 | MS | MS+15 | MS+30 | MS+45 | MS+60 | ED.D |
|-----|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|
| 0 | 45,927.82 | 47,800.61 | 50,030.12 | 50,832.74 | 52,259.62 | 53,864.87 | 55,648.47 | 57,164.53 | 58,591.42 |
| 1 | 48,424.87 | 50,565.20 | 53,151.42 | 53,954.05 | 55,648.47 | 57,432.07 | 59,483.22 | 61,088.46 | 62,782.89 |
| 2 | 52,437.98 | 54,667.49 | 57,432.07 | 58,323.88 | 60,107.48 | 61,980.27 | 64,209.77 | 66,082.56 | 67,866.16 |
| 3 | 56,272.73 | 59,215.68 | 61,980.27 | 63,496.33 | 65,279.94 | 67,152.72 | 69,471.41 | 71,344.19 | 73,306.16 |
| 4 | 60,285.84 | 62,961.25 | 66,885.18 | 68,222.88 | 69,917.31 | 71,700.91 | 73,841.24 | 75,624.84 | 77,408.45 |
| 5 | 62,961.25 | 65,547.48 | 69,917.31 | 71,255.01 | 73,038.62 | 74,287.14 | 76,962.55 | 78,656.97 | 80,440.58 |
| 6 | 65,547.48 | 68,222.88 | 73,038.62 | 74,287.14 | 76,070.75 | 77,854.35 | 79,994.68 | 81,778.28 | 83,472.71 |
| 7 | 68,222.88 | 70,809.11 | 76,070.75 | 77,408.45 | 79,548.77 | 81,332.38 | 83,472.71 | 85,256.31 | 86,950.73 |
| 8 | 70,809.11 | 73,484.52 | 79,102.87 | 81,332.38 | 83,472.71 | 85,256.31 | 86,950.73 | 88,734.34 | 90,517.94 |
| 9 | 73,841.24 | 76,070.75 | 82,580.90 | 85,256.31 | 87,396.64 | 89,626.14 | 91,409.75 | 93,104.17 | 94,887.78 |
| 10 | 77,408.45 | 79,548.77 | 86,594.01 | 89,180.24 | 91,409.75 | 93,995.97 | 95,779.58 | 97,474.00 | 99,257.61 |
| 11 | 78,478.61 | 80,618.94 | 87,664.18 | 90,250.40 | 92,479.91 | 95,066.14 | 96,849.74 | 98,544.17 | 100,327.77 |
| 12+ | 80,529.76 | 82,670.08 | 89,715.32 | 92,301.55 | 94,531.06 | 97,117.28 | 98,900.89 | 100,595.31 | 102,378.92 |

BRISTOL TOWNSHIP SCHOOL DISTRICT
2015-2016 SALARY SCHEDULE
Status Quo.

| YR | BS | BS+15 | BS+30 | MS | MS+15 | MS+30 | MS+45 | MS+60 | ED.D |
|-----|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|
| 0 | 45,927.82 | 47,800.61 | 50,030.12 | 50,832.74 | 52,259.62 | 53,864.87 | 55,648.47 | 57,164.53 | 58,591.42 |
| 1 | 48,424.87 | 50,565.20 | 53,151.42 | 53,954.05 | 55,648.47 | 57,432.07 | 59,483.22 | 61,088.46 | 62,782.89 |
| 2 | 52,437.98 | 54,667.49 | 57,432.07 | 58,323.88 | 60,107.48 | 61,980.27 | 64,209.77 | 66,082.56 | 67,866.16 |
| 3 | 56,272.73 | 59,215.68 | 61,980.27 | 63,496.33 | 65,279.94 | 67,152.72 | 69,471.41 | 71,344.19 | 73,306.16 |
| 4 | 60,285.84 | 62,961.25 | 66,885.18 | 68,222.88 | 69,917.31 | 71,700.91 | 73,841.24 | 75,624.84 | 77,408.45 |
| 5 | 62,961.25 | 65,547.48 | 69,917.31 | 71,255.01 | 73,038.62 | 74,287.14 | 76,962.55 | 78,656.97 | 80,440.58 |
| 6 | 65,547.48 | 68,222.88 | 73,038.62 | 74,287.14 | 76,070.75 | 77,854.35 | 79,994.68 | 81,778.28 | 83,472.71 |
| 7 | 68,222.88 | 70,809.11 | 76,070.75 | 77,408.45 | 79,548.77 | 81,332.38 | 83,472.71 | 85,256.31 | 86,950.73 |
| 8 | 70,809.11 | 73,484.52 | 79,102.87 | 81,332.38 | 83,472.71 | 85,256.31 | 86,950.73 | 88,734.34 | 90,517.94 |
| 9 | 73,841.24 | 76,070.75 | 82,580.90 | 85,256.31 | 87,396.64 | 89,626.14 | 91,409.75 | 93,104.17 | 94,887.78 |
| 10 | 77,408.45 | 79,548.77 | 86,594.01 | 89,180.24 | 91,409.75 | 93,995.97 | 95,779.58 | 97,474.00 | 99,257.61 |
| 11 | 78,478.61 | 80,618.94 | 87,664.18 | 90,250.40 | 92,479.91 | 95,066.14 | 96,849.74 | 98,544.17 | 100,327.77 |
| 12+ | 80,529.76 | 82,670.08 | 89,715.32 | 92,301.55 | 94,531.06 | 97,117.28 | 98,900.89 | 100,595.31 | 102,378.92 |

2016-2017 SALARY SCHEDULE
Full Step and Column Movement. \$1,500 off scale bonus for people on top step.

| YRS. | BS | BS+15 | BS+30 | MS | MS+15 | MS+30 | MS+45 | MS+60 | ED.D |
|------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|
| 0 | 45,927.82 | 47,800.61 | 50,030.12 | 50,832.74 | 52,259.62 | 53,864.87 | 55,648.47 | 57,164.53 | 58,591.42 |
| 1 | 48,424.87 | 50,565.20 | 53,151.42 | 53,954.05 | 55,648.47 | 57,432.07 | 59,483.22 | 61,088.46 | 62,782.89 |
| 2 | 52,437.98 | 54,667.49 | 57,432.07 | 58,323.88 | 60,107.48 | 61,980.27 | 64,209.77 | 66,082.56 | 67,866.16 |
| 3 | 56,272.73 | 59,215.68 | 61,980.27 | 63,496.33 | 65,279.94 | 67,152.72 | 69,471.41 | 71,344.19 | 73,306.16 |
| 4 | 60,285.84 | 62,961.25 | 66,885.18 | 68,222.88 | 69,917.31 | 71,700.91 | 73,841.24 | 75,624.84 | 77,408.45 |
| 5 | 62,961.25 | 65,547.48 | 69,917.31 | 71,255.01 | 73,038.62 | 74,287.14 | 76,962.55 | 78,656.97 | 80,440.58 |
| 6 | 65,547.48 | 68,222.88 | 73,038.62 | 74,287.14 | 76,070.75 | 77,854.35 | 79,994.68 | 81,778.28 | 83,472.71 |
| 7 | 68,222.88 | 70,809.11 | 76,070.75 | 77,408.45 | 79,548.77 | 81,332.38 | 83,472.71 | 85,256.31 | 86,950.73 |
| 8 | 70,809.11 | 73,484.52 | 79,102.87 | 81,332.38 | 83,472.71 | 85,256.31 | 86,950.73 | 88,734.34 | 90,517.94 |
| 9 | 73,841.24 | 76,070.75 | 82,580.90 | 85,256.31 | 87,396.64 | 89,626.14 | 91,409.75 | 93,104.17 | 94,887.78 |
| 10 | 77,408.45 | 79,548.77 | 86,594.01 | 89,180.24 | 91,409.75 | 93,995.97 | 95,779.58 | 97,474.00 | 99,257.61 |
| 11 | 78,478.61 | 80,618.94 | 87,664.18 | 90,250.40 | 92,479.91 | 95,066.14 | 96,849.74 | 98,544.17 | 100,327.77 |
| 12+ | 80,529.76 | 82,670.08 | 89,715.32 | 92,301.55 | 94,531.06 | 97,117.28 | 98,900.89 | 100,595.31 | 102,378.92 |

BRISTOL TOWNSHIP SCHOOL DISTRICT
2017-2018 SALARY SCHEDULE
Full Step and Column Movement. \$1,600 off scale bonus for people on top step.

| YRS. | BS | BS+15 | BS+30 | MS | MS+15 | MS+30 | MS+45 | MS+60 | ED.D |
|------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|
| 0 | 45,927.82 | 47,800.61 | 50,030.12 | 50,832.74 | 52,259.62 | 53,864.87 | 55,648.47 | 57,164.53 | 58,591.42 |
| 1 | 48,424.87 | 50,565.20 | 53,151.42 | 53,954.05 | 55,648.47 | 57,432.07 | 59,483.22 | 61,088.46 | 62,782.89 |
| 2 | 52,437.98 | 54,667.49 | 57,432.07 | 58,323.88 | 60,107.48 | 61,980.27 | 64,209.77 | 66,082.56 | 67,866.16 |
| 3 | 56,272.73 | 59,215.68 | 61,980.27 | 63,496.33 | 65,279.94 | 67,152.72 | 69,471.41 | 71,344.19 | 73,306.16 |
| 4 | 60,285.84 | 62,961.25 | 66,885.18 | 68,222.88 | 69,917.31 | 71,700.91 | 73,841.24 | 75,624.84 | 77,408.45 |
| 5 | 62,961.25 | 65,547.48 | 69,917.31 | 71,255.01 | 73,038.62 | 74,287.14 | 76,962.55 | 78,656.97 | 80,440.58 |
| 6 | 65,547.48 | 68,222.88 | 73,038.62 | 74,287.14 | 76,070.75 | 77,854.35 | 79,994.68 | 81,778.28 | 83,472.71 |
| 7 | 68,222.88 | 70,809.11 | 76,070.75 | 77,408.45 | 79,548.77 | 81,332.38 | 83,472.71 | 85,256.31 | 86,950.73 |
| 8 | 70,809.11 | 73,484.52 | 79,102.87 | 81,332.38 | 83,472.71 | 85,256.31 | 86,950.73 | 88,734.34 | 90,517.94 |
| 9 | 73,841.24 | 76,070.75 | 82,580.90 | 85,256.31 | 87,396.64 | 89,626.14 | 91,409.75 | 93,104.17 | 94,887.78 |
| 10 | 77,408.45 | 79,548.77 | 86,594.01 | 89,180.24 | 91,409.75 | 93,995.97 | 95,779.58 | 97,474.00 | 99,257.61 |
| 11 | 78,478.61 | 80,618.94 | 87,664.18 | 90,250.40 | 92,479.91 | 95,066.14 | 96,849.74 | 98,544.17 | 100,327.77 |
| 12+ | 80,529.76 | 82,670.08 | 89,715.32 | 92,301.55 | 94,531.06 | 97,117.28 | 98,900.89 | 100,595.31 | 102,378.92 |

BRISTOL TOWNSHIP SCHOOL DISTRICT
2018-2019 SALARY SCHEDULE
Full Step and Column Movement. 1% added to salary schedule.

| YRS. | BS | BS+15 | BS+30 | MS | MS+15 | MS+30 | MS+45 | MS+60 | ED.D |
|------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|
| 0 | 46,387.10 | 48,278.62 | 50,530.42 | 51,341.06 | 52,782.22 | 54,403.51 | 56,204.95 | 57,736.18 | 59,177.33 |
| 1 | 48,909.12 | 51,070.85 | 53,682.94 | 54,493.59 | 56,204.95 | 58,006.40 | 60,078.05 | 61,699.35 | 63,410.72 |
| 2 | 52,962.36 | 55,214.16 | 58,006.40 | 58,907.12 | 60,708.56 | 62,600.07 | 64,851.87 | 66,743.38 | 68,544.82 |
| 3 | 56,835.46 | 59,807.84 | 62,600.07 | 64,131.29 | 65,932.74 | 67,824.25 | 70,166.12 | 72,057.63 | 74,039.22 |
| 4 | 60,888.70 | 63,590.86 | 67,554.03 | 68,905.11 | 70,616.48 | 72,417.92 | 74,579.65 | 76,381.09 | 78,182.53 |
| 5 | 63,590.86 | 66,202.95 | 70,616.48 | 71,967.56 | 73,769.00 | 75,030.01 | 77,732.17 | 79,443.54 | 81,244.98 |
| 6 | 66,202.95 | 68,905.11 | 73,769.00 | 75,030.01 | 76,831.45 | 78,632.89 | 80,794.62 | 82,596.06 | 84,307.43 |
| 7 | 68,905.11 | 71,517.20 | 76,831.45 | 78,182.53 | 80,344.26 | 82,145.70 | 84,307.43 | 86,108.87 | 87,820.24 |
| 8 | 71,517.20 | 74,219.36 | 79,893.90 | 82,145.70 | 84,307.43 | 86,108.87 | 87,820.24 | 89,621.68 | 91,423.12 |
| 9 | 74,579.65 | 76,831.45 | 83,406.71 | 86,108.87 | 88,270.60 | 90,522.40 | 92,323.84 | 94,035.21 | 95,836.65 |
| 10 | 78,182.53 | 80,344.26 | 87,459.95 | 90,072.04 | 92,323.84 | 94,935.93 | 96,737.37 | 98,448.74 | 100,250.18 |
| 11 | 79,263.40 | 81,425.13 | 88,540.82 | 91,152.91 | 93,404.71 | 96,016.80 | 97,818.24 | 99,529.61 | 101,331.05 |
| 12+ | 81,335.05 | 83,496.78 | 90,612.48 | 93,224.56 | 95,476.37 | 98,088.45 | 99,889.90 | 101,601.26 | 103,402.71 |

Health Care

The relevant language in the parties= current contract reads as follows:

V. OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits to be provided under this Agreement are accurately reflected as follows:

A. Medical Insurances

Both the Association and the District agree to jointly investigate the feasibility of changing insurance carriers to others than those listed. Should both parties mutually agree, the listed carrier(s) may be replaced. Neither party will unreasonably withhold their agreement. The action of the parties in this matter is subject to grievance arbitration. This policy will also apply should Blue Cross/Blue Shield/Independence Blue Cross terminate any of its policies with the District.

1. The School District shall provide the following plans, which include vision components. The terms of all insurance contracts shall take precedence over the following descriptions:
 - a) IBC Keystone with \$2.00 primary care office visit co-pay, \$15.00 emergency room co-pay, and \$5.00 prescription co-pay and vision components.
 - b) Independence Blue Cross Personal Choice.
The Personal Choice insurance program will be offered with the following benefits: \$5.00/\$20.00 Prescription plan with a \$5.00/\$10.00 mail order option. Beginning in 2007-2008, the Blue Cross Personal Choice plan will be the 10/20/70 plan, with a maximum in-hospital deductible of \$375, with (one) 1 incidence per family per year eligible for district reimbursement.
2. For the term of this agreement, the members of the bargaining unit agree to pay as follows, with respect to the monthly premiums for single/other:
 - a) Independence Blue Cross Personal Choice:
 - 1) Year 1 (2009-2010): \$60 single coverage/\$90 all others,
 - 2) Year 2 (2010-2011): \$60 single coverage/\$90 all others,

- 3) Year 3 (2011-2012): \$70 single coverage/\$100 all others, and
 - 4) Year 4 (2012-2013): \$80 single coverage/\$110 all others.
- b) Independence Blue Cross Keystone
- 1) Year 1 (2009-2010): \$35 single coverage/\$70 all others,
 - 2) Year 2 (2010-2011): \$35 single coverage/\$70 all others,
 - 3) Year 3 (2011-2012): \$45 single coverage/\$80 all others, and
 - 4) Year 4 (2012-2013): \$55 single coverage/\$90 all others.
3. The medical provisions set forth above will be reconsidered and reopened if, during the term of this Agreement, the Commonwealth of Pennsylvania passes legislation to include Bargaining Unit Members in a state-wide medical insurance/health benefits plan.
 4. Coverage of Letter of Agreement Substitutes as to all plans shall begin the first day of the month after they begin their assignments and cease at termination of assignment. All Letter of Agreement Substitutes shall receive coverage for employee only.
 5. Dual coverage shall not be permitted for spouses where both are employed by the School District. Accordingly, there shall be one (1) family plan or two (2) single plans at the employee option. Furthermore, those employees who are covered under a spouse's plan and opt out of the District's plan, will be paid on a monthly premium basis, for single/other premium, in lieu of medical benefits, the following amount of \$75 single/\$175 other for the term of this agreement.

The Association Proposal:

The Association proposal dealing with health care is directed at the monthly premium share that bargaining unit members shall be responsible for paying. Currently, bargaining unit members are responsible for paying a fixed dollar amount per month for their health care. The employee premium contribution for the Independence Blue Cross Personal Choice plan is \$80/month for single coverage and \$110/month for all other coverage. The employee premium contribution for the Independence Blue Cross Keystone plan is \$55/month for single coverage and \$90/month for all other coverage. (See, Article V-A-2(a)(4); (b)(4), above.)

Convert from fixed dollar amount to percentage in third year of the agreement (2016-2017).

2016-2017 - Premium Contribution - Single 11 %, all others 7%
 2017-2018 - Premium Contribution - Single 11 %, all others 8%.

The Board Proposal:

Year 1: Status Quo
 Year 2: Status Quo
 Year 3: Base Plan - 14% contribution
 Midrange Plan - 15% contribution
 Superior Plan - 16%
 Year 4: Base Plan - 14% contribution
 Midrange Plan - 16% contribution
 Superior Plan - 18%

(Percentage of contribution applies to employee and family coverage.)

Recommendation:

School district bargaining units in the county have monthly percentage contribution rates for health care that are greater and less than the instant recommendation. In the context of the facts of this District and the package being recommended, the following percentage contributions are

recommended with respect to the monthly premiums for single and with respect to the monthly premiums for others.

2016-2017 - Premium Contribution - Single 11 %, all others 8%.

2017-2018 - Premium Contribution - Single 12 %, all others 10%.

2018-2019 - Premium Contribution - Single 13 %, all others 12%.

Early Retirement Incentive

Current Contract Provision: Article IV, Wages and Salary Provisions, B., Policies and Regulations concerning Professional Salaries, ' 10 Retirement Incentive, (a):

- a. Bargaining unit members who have a minimum of twenty-five (25) years of credited Pennsylvania School Employees Retirement System [PSERS] service and a minimum of fifteen (15) years of service with the District are eligible for the following incentive payment upon retirement from the District.

| Years of credited PSERS Service | Incentive Amount |
|--|------------------------------|
| 25 to 36 years | 45% of final year's salary** |

* **no incentive above 36 years PSERS Service

- b. Employees will receive the incentive amount as an employer contribution to the employee's 403(b) account.
- c. The employee must notify the District, in writing, of his/her intention to retire at the end of the school year no later than March 30, or no later than sixty (60) days prior to retirement if the retirement date is other than the end of the school year.
- d. If the District's contribution causes the employee's account to exceed the Section 415(c) contribution limitation for the year, then any excess over that limit shall be contributed to the former employee's 403(b) account in the next tax year, and in each subsequent tax year until the full amount due to the employee has been contributed as non-elective employer contributions. The District shall make no contributions under this provision in any calendar year that begins after the 5th year following the year in which the employee's severance from service with the District.

Association Proposal:

Sunset retirement incentive for all future employees that have never worked for Bristol Township School District.

Reduce the retirement incentive in the third year of the agreement (2016-2017) from 45% to 43.5%

Board Proposal:

Year 1 (2014-2015): 45%

Year 2 (2015-2016): 45%

Year 3 (2016-2017): No incentive, but if contract is ratified by July 1, 2016, then retirement incentive of 45% will be present for 2016-2017 school year, then it sunsets.

Year 4 (2017-2018): No incentive.

Recommendation:

The record reveals that the existence of a retirement incentive contractual provision is unusual in this area. Most districts do not include an early retirement incentive in their collective bargaining agreements, especially not as a specific sum. By its inclusion in the collective bargaining agreement,

the retirement incentive becomes a guaranteed contractual right that will remain available, regardless of the retirement date.

While it must be noted that the benefit enjoyed by this bargaining unit is not similarly enjoyed by other school districts in the county, it is a benefit which was negotiated. In light of that fact and in the context of these negotiations, the benefit shall remain through the term of this contract but at a reduced level through consecutive years of the collective bargaining agreement, as follows:

Year 1 (2014-2015): 45%
Year 2 (2015-2016): 45%
Year 3 (2016-2017): 45%
Year 4 (2017-2018): 35%
Year 5 (2018-2019): 25%

Graduate/Professional Development Reimbursement

The relevant language in the parties= collective bargaining agreement reads as follows:

Graduate/Professional Development Reimbursement

Eligibility for graduate/professional development reimbursement will be determined by the following guidelines:

1. Approval will be given to graduate and/or undergraduate courses that are either taken for certification, are required as part of a graduate program in the field of education, or in the subject discipline that is the major teaching assignment of the employee, or to a degree in an area of special need to the District which has been given pre-approval by the Superintendent's Office. The employee must, when requesting reimbursement for courses that are required as part of a graduate program, present proof of this requirement and proof of his/her acceptance in a graduate program from the college or university he/she is attending. Additionally, PDE recognized in-service credits, including those sponsored by the Intermediate Unit, in accordance with Act 48, shall be eligible for reimbursement, with pre-approval by the Superintendent's Office.
2. Pre-approved graduate and/or undergraduate courses will be approved only when a grade of B or better is achieved.
3. The District shall provide for all full-time and part-time employees, excluding Letter of Agreement substitutes, graduate/professional development tuition reimbursement as follows:

Year 1 (2009-2010): \$1500
Year 2 (2010-2011): \$1600
Year 3 (2011-2012): \$1700
Year 4 (2012-2013): \$1800

4. Payment for graduate study reimbursement will be made on the Monday following the regular School Board meeting in October for any eligible spring and summer courses and the Monday following the regular School Board meeting in March for any eligible fall and winter courses. The combined payment of October and March for any teacher shall not exceed the total annual payment.
5. Whenever the District requires an employee to take courses other than those required for permanent certification for the position currently held the District shall pay for the tuition and books. Such payment shall not be charged against the employee's allotment for graduate reimbursement.

Association Proposal:

Status quo - existing contract language.

Board Proposal:

Tuition reimbursement of \$1800, with the added condition that the course must be from an accredited baccalaureate, post-baccalaureate, or graduate study course offered at a state approved four-year baccalaureate degree granting institution.

Recommendation:

Maximum annual tuition reimbursement for each of the five years of the contract will be \$1,800.

The current collective bargaining agreement provides that the Superintendent will give approval for:

. . . graduate and/or undergraduate courses that are either taken for certification, are required as part of a graduate program in the field of education, or in the subject discipline that is the major teaching assignment of the employee, or to a degree in an area of special need to the District which has been given pre-approval by the Superintendent's Office.

In addition, approval will be given for . . . APDE recognized in-service credits, including those sponsored by the Intermediate Unit, in accordance with Act 48,®.

It must be understood that the Superintendent has the contractual right to pre-approve courses, with the proviso that Act 48 courses are not to be excluded from being part of the reimbursement program.

Aside from editorial changes regarding the updating of relevant dates and contractual language that has been mutually agreed to by the parties (tentative agreements), 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.

John M. Skonier
Fact Finder

Date: May 31, 2016