

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and
	(Recommendations
Between	(
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Mohawk Area School District	(Case No. ACT 88-19-2-W
	(
and	(Date of Hearing: February 11, 2019
	(
Mohawk Area Education Association, PSEA/NEA	(Date of Report: February 18, 2019
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Michelle Miller-Kotula
Fact-Finder

For the District:	Mark T. Wassell, Esq. Knox McLaughlin Gornall & Sennett, P.C. 120 West Tenth Street Erie, PA 16501
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For the Association:	Justin A. Battalini UniServ Representative PSEA 3033 New Butler Road New Castle, PA 16101-3234
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Background

By letter dated January 8, 2019, the Pennsylvania Labor Relations Board (PLRB), pursuant to Act 88 of 1992 (Act 88) and the Public Employer Relations Act (PERA), appointed the undersigned as Fact-Finder in the impasse between the Mohawk Area School District (hereafter referred to as the “District”) and Mohawk Area Education Association, PSEA/NEA (hereafter referred to as the “Association”). The Association represents a unit of approximately 105.5 bargaining unit teachers. The District includes the Boroughs of Bessemer, New Beaver and SNPJ, as well as the Townships of Mahoning, Little Beaver and North Beaver, located in Lawrence County, Pennsylvania.

The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the “CBA”) which was effective by its terms July 1, 2015 to June 30, 2018. The parties began formal negotiations in January 2018, exchanged proposals and met approximately sixteen times, including sidebar discussions in an attempt to negotiate a successor CBA. Several tentative agreements were reached by the parties, but they were unable to reach agreement on all issues raised during the course of bargaining. As a result, a Request for Fact-Finding was initiated by the District and the Association.

In accordance with the PLRB’s Order, the parties filed written statements of the issues in dispute with the Fact-Finder involving the following:

Article II	Term and Separability
Article VI	Illness or Disability
Article XI	Other Conditions of Employment
Article XIII	Homebound Instruction
Article XV	Contract Year
Article XVI	Salary
Article XVII	Insurance
Appendix A	Salary Schedules
Appendix B	Extracurricular Salaries
New Article	Cyber Education
New Article	Evaluation

On February 11, 2019, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Bessemer, Pennsylvania. During the hearing, both parties were afforded a full opportunity to present testimony, examine and cross examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

Discussions were held between the parties. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues. The parties also informed the Fact-Finder of tentative agreements that were reached.

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

- The reliable and credible testimony provided, the evidence presented at the Fact-Finding hearing and further clarifications given to questions of this Fact-Finder during Executive Session discussions.
- The expired collective bargaining agreement.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.
- The interest and welfare of taxpayers and the ability of the District to finance and administer the issues proposed.
- The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the CBA created through this process.

ISSUES IN DISPUTE AND RECOMMENDATIONS

Article II Term and Separability

Issue: Term and Separability

Association Position:

The Association proposes a five-year CBA, effective retroactively to July 1, 2018. The Association proposed language to begin the CBA on July 1, 2018 and for it to continue in full force and effect until June 30, 2023 and then shall thereafter automatically renew for one (1) year periods, unless either party gives written notice to the other at least sixty (60) days prior to any expiration time of intention to modify or terminate this CBA.

The Association contends a five-year term of CBA would provide a greater degree of stability and consistency for both parties. It is consistent with the terms agreed to in comparable districts, which is in excess of four (4) years.

The Association notes the parties have historically negotiated longer term CBAs except for the last one between the parties.

It is the position of the Association that the District changed its position of proposing a three-year term of a CBA to a four-year term. The Association feels strongly that due to the relatively healthy and stable financial position of the District and increased funding from the state to all schools over the last several years with a commitment to continue funding increases the future, the District's concerns are not substantiated. This proposal could be accommodated without causing deficit spending and will not limit the District's operational capabilities.

The Association submits the benefits of a five-year term for both parties outweigh any perceived challenges as it would provide stability and consistency while allowing the parties to continue to focus on the important work of educating the students in the community.

District Position:

The District proposes to modify all of the dates in the CBA to reflect a three-year agreement which would expire on June 30, 2021.

The District is willing to accept a four-year CBA if the remaining issues are limited to salary and health insurance benefits and no language issues.

Recommendation:

The Fact-Finder has reviewed the positions of the parties. The recommendation made in this report is based on a four (4) year CBA.

**Article XI
Other Conditions of Employment**

Issue: Vacancies

Association Position:

The Association proposes to make three changes to this Article. The reason for the additions is to provide clarity, consistency and fairness with respect to the posting process.

The first change is to add language to clarify the definition of vacancy in Article XI, Section A, 1. Definitions. This would further define what constitutes a vacancy. Such proposed language is common in many CBAs and does not substantially change the meaning and intent of the current agreed upon language. The Association believes it to be mutually beneficial to expand upon the current definition of "permanent" opening, so there is clarity regarding its meaning in the CBA.

The second change is to add language to specify that any bargaining unit member who wishes to be considered for a vacant position must do so in writing during the posting period in Article XI, Section A, 2, Identification of Prospects.

The third proposed change is to add language to allow the District to initiate the posting of a vacant position prior to the next meeting of the Board and specify a posting procedure including the period of time the position is posted and the job details in Article XI, Section A, 3. Postings. The Association proposes to add language specifying the period of time during which a vacant position shall be posted and open for interested applicants to apply. There is no language in the contract addressing the posting period. The Association admits the administration improved posting practices and generally posts vacant positions for the proposed ten (10) day period, but the Association seeks to reduce this process to writing in the CBA.

The Association seeks to include language for relevant position information in the posting so employees have pertinent details of the vacant position such as the required certifications subject(s) taught, and grade level(s) and interested employees could make informed decisions about whether or not they wish to apply.

The Association also seeks to add language to provide the District the ability to post a vacancy prior to the meeting of the Board. The language change would ensure that such practice is consistent with the CBA and would not inhibit the District's ability to operate in any way and it would allow it to make more timely decisions with regard to vacancies.

District Position:

It is the position of the District it has inherent managerial rights under the Pennsylvania School Code. Therefore, the District cannot agree to the proposal of the Association. The posting process has been improved and exceeded what was done in the past. The District cannot be constrained in the way it fills vacancies. For example, at times, the District must look at multiple certifications held by the employees. Vacancies are not advertised for certain grades. The language contained under this Section of the CBA must remain broad.

Recommendation:

The Fact-Finder recognizes the importance of the District's right to manage its workforce when staffing personnel. The language in the CBA is to remain status quo.

Article XI
Other Conditions of Employment

Issue: Involuntary Transfer

Association Position:

The Association proposes adding new language to implement a procedure for involuntary transfers affecting bargaining unit members when the District determines a need for doing so and insert the language as a new section in Article XI, Section B, 3.

The Association seeks to establish a fair and consistent procedure when the District determines the need to involuntarily transfer an employee and it believes the language it proposes provides such a procedure without limiting the District's ability to manage in a significant way.

The Association notes employees have been involuntarily transferred with greater frequency over the last several years. Its proposal is to reduce the possibility of instances where the same employees are subject to involuntary transfers, while still providing the District the flexibility to determine personnel needs due to matters such as enrollment fluctuations or program changes. The Association contends its proposal requires the least senior certified employee to be transferred after certified volunteers are sought. It would not force the District to transfer unqualified employees.

Any certified employee should be provided the opportunity to move to any desired position should it become vacant thus creating an environment where the employee can thrive as a professional. The Association seeks to establish a fair and consistent process when the District determines the need to involuntarily transfer.

District Position:

The District takes the position the language proposed by the Association related to involuntary transfer is not possible in this CBA. The District cannot lose its ability to schedule teachers. The District must be able to exercise its managerial rights without being restricted with how involuntary transfers occur.

Recommendation:

It is this Fact-Finder's recommendation that the language in this Article remain unchanged.

Article XI
Other Conditions of Employment

Issue: Splitting Classes

Association Position:

The Association seeks to address the issue of splitting/dividing the classes of absent teachers and assigning the additional students and thus workload to other teachers during their regular instructional assignments at the elementary and secondary levels.

It is a mounting and prevalent problem where due to the lack of sufficient substitute teachers on a regular basis, the District divides the class(es) of absent teachers and assigns these students to other teachers, thus increasing their daily workload. Problems are created for the covering teachers as they are required to make last minute adjustments to their instructional plans. The problem is more pervasive at the elementary level. Classrooms are at maximum capacity and the covering teacher must find adequate space for students. There are safety concerns and it is not conducive to an appropriate teaching and learning environment.

The Association believes the District can do more to attract substitute teachers. The Association contends problems arose when the District began using Kelly Services to provide substitutes. The District has been forced to rely more heavily on its own staff by requiring class coverage through splitting and dividing a class. The Association's proposal to compensate employees when they are required to cover the split/divided classes is fair.

District Position:

The District rejects the Association's proposal related to adding new language regarding splitting classes. The District takes the position this scenario does not frequently occur at the high school, because it has only happened one time in the past year. Approximately six times during the school year classes needed to be split at the elementary level. When it occurs, the teachers may get an additional four to six students. If teachers are paid extra each time, they are required to cover split classes this scenario would create a system of double dipping pay at the elementary level.

The District contracts with Kelly Services for substitutes and the rate of pay has been raised as an incentive to get more substitutes. All of the teachers who were previously furloughed have been brought back to work. Each day the District employs two building level substitutes at the elementary level and one substitute at the high school level. The District has made attempts to obtain more substitutes to eliminate the need to split classes.

Recommendation:

The Fact-Finder recognizes that efforts have been made by the District to alleviate this situation from occurring by increasing the pool of substitute teachers and providing building substitutes. The Fact-Finder recommends for the language to remain status quo.

New Article Evaluation

Issue : Evaluation

Association Position :

The Association seeks to include in the contract procedures and practices for employee evaluation which are consistent with PDE guidelines, Act 82, and the Pennsylvania School Code. This is to ensure the evaluation process is consistent with the requirements set forth therein. Educators can be evaluated using one of two methods: the formal observation model or the differentiated supervision model. Employees in the District have often been directed to complete multiple modes of evaluation.

The Association notes this is a big issue for its members. It seeks to develop mutually acceptable language to address the evaluation process. The Association believes strongly that it worked diligently to address the concerns raised by the District and that its proposal reflects it. The Association's proposal affirms its commitment to the spirit of the evaluation system and that it is to improve teaching and learning and it asks for language to guarantee a fair and consistent evaluation process.

District Position:

The District contends the subject of evaluation is not a mandatory subject of bargaining. The administration has the right to determine how the evaluations are to be done. The District must adhere to the law and follow the necessary protocols for evaluations.

The District takes the position a collaborative process has been used regarding evaluations. The District strongly opposes adding language about evaluations in the CBA.

Recommendation:

This Fact-Finder recommends that no language be added related to the evaluation. The collaborative process that has developed between the parties is recommended by the Fact-Finder to continue.

**Article XV
Contract Year**

**Article XIII
Homebound Instruction**

Issue: Per Diem and Hourly Rate

Association Position:

The Association proposes to change Article XV, C for professional employees to work in excess of the number of days in the contractual work year to be paid at their per diem rate.

The Association also proposes to add an hourly rate of \$27 for homebound instruction, tutoring, summer school, curriculum, and any other similar activities outside of normal work hours or work days which are approved by the administration.

The Association seeks to increase the hourly rate of pay for the length of this CBA for homebound instruction from \$25.00 to \$27.00. The Association believes its proposed language provides greater flexibility to the Employer and is fairer and more consistent. The per diem rate proposed by the Association does not limit the per diem rate to any specific position, while the District's proposal limits the per diem rates to the guidance counselors and the Technology Education Teacher. The Association does not believe doing so is necessary as its proposal relies on existing language in the Section stating employees must be authorized to work additional days to receive per diem pay, thus providing the District discretion over which employees are permitted to work the extra days.

The Association's proposal does not guarantee any number of additional work days, nor does it propose to include a more expansive list of employees to which such days should apply or be granted.

The Association's proposal on the hourly rate seeks to establish a uniform rate a uniform rate for any approved work-related activity outside of the work day and work year.

Since the CBA does not reference a specific rate, except for homebound instruction, there has been no consistency in how employees are paid.

The Association's proposal on hourly rate does not limit the District as it retains discretion to offer the activities outlined in the Association's proposed language. The Association's proposal establishes uniformity and consistency in how employees are compensated for these activities.

District Position:

The District proposes to revise Section C as follows:

~~C. Professional employees authorized to work in excess of the number of days in the contractual year shall be paid at their per diem rate or at a rate not to exceed \$150.00 per day, whichever is~~

~~lower.~~ Guidance counselors and the Technology Education Teacher(s) may be scheduled to work in excess of the contractual year up to an additional ten (10) days, at the discretion of the District, and shall be paid at their per diem rate per day. Other professional employees who work in excess of the contractual year shall be paid an hourly rate of twenty-seven (\$27) dollars.

Recommendation:

The Fact-Finder is recommending to adopt the language proposed by the District. The language establishes the additional days of the guidance counselors and the technical education teachers and allows the District to call other professional employees to work at its discretion at the hourly rate of \$27.00 dollars.

**Article XVI
Salary**

Appendix A

Association Position:

The Association proposes the following increases:

- 3.25% with full retroactivity for the 2018-2019 school year
- 3.25% in 2019-2020
- 3.15% in 2020-2021
- 3.15% in 2021-2022
- 3.15% in 2022-2023

The Association believes its proposal is fair, consistent with historic settlements in the District, affordable and within reason considering the healthy and stable financial position of the District and the sacrifices made by bargaining unit employees over the last several years.

In the last contract, the Association agreed to a one-year freeze of the salary schedule, with step movement only in 2015-2016. The Association agreed to the District's demand of a change in health care from a PPO plan to a QHDHP plan which brought significant savings to the District.

The Association points out at the end of the 2015-2016 school year the District eliminated nine and a half teaching positions, resulting in furloughed bargaining unit members. The current 105.5 employees work harder and longer to maintain the same course offerings in academic excellence as before the furloughs and positions lost by attrition.

When the District cut individual classroom budgets of teachers, the Association members spent more of their own money on classroom supplies and teaching resources.

The Association seeks to maintain a healthy salary schedule consistent with neighboring school districts. Its proposal would maintain the integrity of the pay scale and ensure that bargaining unit members receive increases on the wage scale that keep pace with relevant economic factors

such as inflation and the consumer price index. The District’s proposal negatively impacts the economic purchasing power of employees over time.

District Position:

The District proposes the following salary schedule:

		<u>Mohawk ASD Board Proposal</u>				
		Schedule	Longevity	Total	Increase	
					\$	%
2017-18	Base year	7,328,358	26,000	7,354,358	n/a	n/a
2018-19	Year 1	7,491,600	28,250	7,519,850	165,492	2.25%
2019-20	Year 2	7,656,329	32,750	7,689,079	169,229	2.25%
2020-21	Year 3	7,824,865	37,250	7,862,115	173,037	2.25%
2021-22	Year 4	7,999,544	39,500	8,039,044	176,929	2.25%
						2.25%

It is the District’s position during the last year of the CBA, the average teacher’s salary exceeded the average Midwestern Intermediate Unit 4 annual teacher salary by \$4,550. The teachers career earnings over a 30-year period are 3.71% above the average of the seven Lawrence County schools. The teachers work four days less than the majority of their counterparts in Lawrence County. The Board has a history of competitively compensating its teachers.

The District points out its current proposal for a four-year term is part of a package deal. The current package proposal continues to compensate teachers competitively as it has in the past.

With the local tax assessment issues looming over the District, the Board has a fiscal responsibility to its citizens to ensure the further funding. The Board believes they have compromised significantly on this issue as well as the healthcare issue with its package proposal from December 2018.

Recommendation:

The Fact-Finder recommends the following increases to the salary schedule:

2017-2018	base year	
2018-2019	2.5%	(with full retroactivity)
2019-2020	2.6%	
2020-2021	3.0%	
2021-2022	2.75%	

The following salary schedules are attached:

**MOHAWK EDUCATION ASSOCIATION
SALARY SCHEDULE**

2017-2018

Step	To Top	Salary		BA+30	MA/ME	MA/ME+9	MA/ME +18	MA/ME +27	MA/ME +36	NBC
1	16	\$46,924	\$46,924	\$47,924	\$49,824	\$50,024	\$50,224	\$50,424	\$50,624	\$51,124
2	15	\$48,641	\$48,641	\$49,641	\$51,541	\$51,741	\$51,941	\$52,141	\$52,341	\$52,841
3	14	\$50,355	\$50,355	\$51,355	\$53,255	\$53,455	\$53,655	\$53,855	\$54,055	\$54,555
4	13	\$52,090	\$52,090	\$53,090	\$54,990	\$55,190	\$55,390	\$55,590	\$55,790	\$56,290
5	12	\$53,808	\$53,808	\$54,808	\$56,708	\$56,908	\$57,108	\$57,308	\$57,508	\$58,008
6	11	\$55,527	\$55,527	\$56,527	\$58,427	\$58,627	\$58,827	\$59,027	\$59,227	\$59,727
7	10	\$57,245	\$57,245	\$58,245	\$60,145	\$60,345	\$60,545	\$60,745	\$60,945	\$61,445
8	9	\$58,962	\$58,962	\$59,962	\$61,862	\$62,062	\$62,262	\$62,462	\$62,662	\$63,162
9	8	\$60,680	\$60,680	\$61,680	\$63,580	\$63,780	\$63,980	\$64,180	\$64,380	\$64,880
10	7	\$62,398	\$62,398	\$63,398	\$65,298	\$65,498	\$65,698	\$65,898	\$66,098	\$66,598
11	6	\$64,115	\$64,115	\$65,115	\$67,015	\$67,215	\$67,415	\$67,615	\$67,815	\$68,315
12	5	\$65,833	\$65,833	\$66,833	\$68,733	\$68,933	\$69,133	\$69,333	\$69,533	\$70,033
13	4	\$67,551	\$67,551	\$68,551	\$70,451	\$70,651	\$70,851	\$71,051	\$71,251	\$71,751
14	3	\$69,269	\$69,269	\$70,269	\$72,169	\$72,369	\$72,569	\$72,769	\$72,969	\$73,469
15	2	\$70,987	\$70,987	\$71,987	\$73,887	\$74,087	\$74,287	\$74,487	\$74,687	\$75,187
16	1	\$72,705	\$72,705	\$73,705	\$75,605	\$75,805	\$76,005	\$76,205	\$76,405	\$76,905
17	TOP	\$75,205	\$75,205	\$76,205	\$78,105	\$78,305	\$78,505	\$78,705	\$78,905	\$79,405

**MOHAWK EDUCATION ASSOCIATION
SALARY SCHEDULE**

Year 1 (2018-2019)

Step	To Top	Salary		BA+30	MA/ME	MA/ME+9	MA/ME +18	MA/ME +27	MA/ME +36	NBC
1	16	\$47,478	\$47,478	\$48,478	\$50,378	\$50,578	\$50,778	\$50,978	\$51,178	\$51,678
2	15	\$49,195	\$49,195	\$50,195	\$52,095	\$52,295	\$52,495	\$52,695	\$52,895	\$53,395
3	14	\$50,909	\$50,909	\$51,909	\$53,809	\$54,009	\$54,209	\$54,409	\$54,609	\$55,109
4	13	\$52,644	\$52,644	\$53,644	\$55,544	\$55,744	\$55,944	\$56,144	\$56,344	\$56,844
5	12	\$54,362	\$54,362	\$55,362	\$57,262	\$57,462	\$57,662	\$57,862	\$58,062	\$58,562
6	11	\$56,081	\$56,081	\$57,081	\$58,981	\$59,181	\$59,381	\$59,581	\$59,781	\$60,281
7	10	\$57,799	\$57,799	\$58,799	\$60,699	\$60,899	\$61,099	\$61,299	\$61,499	\$61,999
8	9	\$59,516	\$59,516	\$60,516	\$62,416	\$62,616	\$62,816	\$63,016	\$63,216	\$63,716
9	8	\$61,234	\$61,234	\$62,234	\$64,134	\$64,334	\$64,534	\$64,734	\$64,934	\$65,434
10	7	\$62,952	\$62,952	\$63,952	\$65,852	\$66,052	\$66,252	\$66,452	\$66,652	\$67,152
11	6	\$64,669	\$64,669	\$65,669	\$67,569	\$67,769	\$67,969	\$68,169	\$68,369	\$68,869
12	5	\$66,387	\$66,387	\$67,387	\$69,287	\$69,487	\$69,687	\$69,887	\$70,087	\$70,587
13	4	\$68,105	\$68,105	\$69,105	\$71,005	\$71,205	\$71,405	\$71,605	\$71,805	\$72,305
14	3	\$69,823	\$69,823	\$70,823	\$72,723	\$72,923	\$73,123	\$73,323	\$73,523	\$74,023
15	2	\$71,541	\$71,541	\$72,541	\$74,441	\$74,641	\$74,841	\$75,041	\$75,241	\$75,741
16	1	\$73,259	\$73,259	\$74,259	\$76,159	\$76,359	\$76,559	\$76,759	\$76,959	\$77,459
17	TOP	\$75,759	\$75,759	\$76,759	\$78,659	\$78,859	\$79,059	\$79,259	\$79,459	\$79,959

**MOHAWK EDUCATION ASSOCIATION
SALARY SCHEDULE**

Year 2 (2019-2020)

Step	To Top	Salary		BA+30	MA/ME	MA/ME+9	MA/ME +18	MA/ME +27	MA/ME +36	NBC
1	16	\$48,397	\$48,397	\$49,397	\$51,297	\$51,497	\$51,697	\$51,897	\$52,097	\$52,597
2	15	\$50,114	\$50,114	\$51,114	\$53,014	\$53,214	\$53,414	\$53,614	\$53,814	\$54,314
3	14	\$51,828	\$51,828	\$52,828	\$54,728	\$54,928	\$55,128	\$55,328	\$55,528	\$56,028
4	13	\$53,563	\$53,563	\$54,563	\$56,463	\$56,663	\$56,863	\$57,063	\$57,263	\$57,763
5	12	\$55,281	\$55,281	\$56,281	\$58,181	\$58,381	\$58,581	\$58,781	\$58,981	\$59,481
6	11	\$57,000	\$57,000	\$58,000	\$59,900	\$60,100	\$60,300	\$60,500	\$60,700	\$61,200
7	10	\$58,718	\$58,718	\$59,718	\$61,618	\$61,818	\$62,018	\$62,218	\$62,418	\$62,918
8	9	\$60,435	\$60,435	\$61,435	\$63,335	\$63,535	\$63,735	\$63,935	\$64,135	\$64,635
9	8	\$62,153	\$62,153	\$63,153	\$65,053	\$65,253	\$65,453	\$65,653	\$65,853	\$66,353
10	7	\$63,871	\$63,871	\$64,871	\$66,771	\$66,971	\$67,171	\$67,371	\$67,571	\$68,071
11	6	\$65,588	\$65,588	\$66,588	\$68,488	\$68,688	\$68,888	\$69,088	\$69,288	\$69,788
12	5	\$67,306	\$67,306	\$68,306	\$70,206	\$70,406	\$70,606	\$70,806	\$71,006	\$71,506
13	4	\$69,024	\$69,024	\$70,024	\$71,924	\$72,124	\$72,324	\$72,524	\$72,724	\$73,224
14	3	\$70,742	\$70,742	\$71,742	\$73,642	\$73,842	\$74,042	\$74,242	\$74,442	\$74,942
15	2	\$72,460	\$72,460	\$73,460	\$75,360	\$75,560	\$75,760	\$75,960	\$76,160	\$76,660
16	1	\$74,178	\$74,178	\$75,178	\$77,078	\$77,278	\$77,478	\$77,678	\$77,878	\$78,378
17	TOP	\$76,428	\$76,428	\$77,428	\$79,328	\$79,528	\$79,728	\$79,928	\$80,128	\$80,628

**MOHAWK EDUCATION ASSOCIATION
SALARY SCHEDULE**

Year 3 (2020-2021)

Step	To Top	Salary		BA+30	MA/ME	MA/ME+9	MA/ME +18	MA/ME +27	MA/ME +36	NBC
1	16	\$49,600	\$49,600	\$50,600	\$52,500	\$52,700	\$52,900	\$53,100	\$53,300	\$53,800
2	15	\$51,317	\$51,317	\$52,317	\$54,217	\$54,417	\$54,617	\$54,817	\$55,017	\$55,517
3	14	\$53,031	\$53,031	\$54,031	\$55,931	\$56,131	\$56,331	\$56,531	\$56,731	\$57,231
4	13	\$54,766	\$54,766	\$55,766	\$57,666	\$57,866	\$58,066	\$58,266	\$58,466	\$58,966
5	12	\$56,484	\$56,484	\$57,484	\$59,384	\$59,584	\$59,784	\$59,984	\$60,184	\$60,684
6	11	\$58,203	\$58,203	\$59,203	\$61,103	\$61,303	\$61,503	\$61,703	\$61,903	\$62,403
7	10	\$59,921	\$59,921	\$60,921	\$62,821	\$63,021	\$63,221	\$63,421	\$63,621	\$64,121
8	9	\$61,638	\$61,638	\$62,638	\$64,538	\$64,738	\$64,938	\$65,138	\$65,338	\$65,838
9	8	\$63,356	\$63,356	\$64,356	\$66,256	\$66,456	\$66,656	\$66,856	\$67,056	\$67,556
10	7	\$65,074	\$65,074	\$66,074	\$67,974	\$68,174	\$68,374	\$68,574	\$68,774	\$69,274
11	6	\$66,791	\$66,791	\$67,791	\$69,691	\$69,891	\$70,091	\$70,291	\$70,491	\$70,991
12	5	\$68,509	\$68,509	\$69,509	\$71,409	\$71,609	\$71,809	\$72,009	\$72,209	\$72,709
13	4	\$70,227	\$70,227	\$71,227	\$73,127	\$73,327	\$73,527	\$73,727	\$73,927	\$74,427
14	3	\$71,945	\$71,945	\$72,945	\$74,845	\$75,045	\$75,245	\$75,445	\$75,645	\$76,145
15	2	\$73,663	\$73,663	\$74,663	\$76,563	\$76,763	\$76,963	\$77,163	\$77,363	\$77,863
16	1	\$75,381	\$75,381	\$76,381	\$78,281	\$78,481	\$78,681	\$78,881	\$79,081	\$79,581
17	TOP	\$77,631	\$77,631	\$78,631	\$80,531	\$80,731	\$80,931	\$81,131	\$81,331	\$81,831

**MOHAWK EDUCATION ASSOCIATION
SALARY SCHEDULE**

Year 4 (2021-2022)

Step	To Top	Salary		BA+30	MA/ME	MA/ME+9	MA/ME +18	MA/ME +27	MA/ME +36	NBC
1	16	\$50,710	\$50,710	\$51,710	\$53,610	\$53,810	\$54,010	\$54,210	\$54,410	\$54,910
2	15	\$52,427	\$52,427	\$53,427	\$55,327	\$55,527	\$55,727	\$55,927	\$56,127	\$56,627
3	14	\$54,141	\$54,141	\$55,141	\$57,041	\$57,241	\$57,441	\$57,641	\$57,841	\$58,341
4	13	\$55,876	\$55,876	\$56,876	\$58,776	\$58,976	\$59,176	\$59,376	\$59,576	\$60,076
5	12	\$57,594	\$57,594	\$58,594	\$60,494	\$60,694	\$60,894	\$61,094	\$61,294	\$61,794
6	11	\$59,313	\$59,313	\$60,313	\$62,213	\$62,413	\$62,613	\$62,813	\$63,013	\$63,513
7	10	\$61,031	\$61,031	\$62,031	\$63,931	\$64,131	\$64,331	\$64,531	\$64,731	\$65,231
8	9	\$62,748	\$62,748	\$63,748	\$65,648	\$65,848	\$66,048	\$66,248	\$66,448	\$66,948
9	8	\$64,466	\$64,466	\$65,466	\$67,366	\$67,566	\$67,766	\$67,966	\$68,166	\$68,666
10	7	\$66,184	\$66,184	\$67,184	\$69,084	\$69,284	\$69,484	\$69,684	\$69,884	\$70,384
11	6	\$67,901	\$67,901	\$68,901	\$70,801	\$71,001	\$71,201	\$71,401	\$71,601	\$72,101
12	5	\$69,619	\$69,619	\$70,619	\$72,519	\$72,719	\$72,919	\$73,119	\$73,319	\$73,819
13	4	\$71,337	\$71,337	\$72,337	\$74,237	\$74,437	\$74,637	\$74,837	\$75,037	\$75,537
14	3	\$73,055	\$73,055	\$74,055	\$75,955	\$76,155	\$76,355	\$76,555	\$76,755	\$77,255
15	2	\$74,773	\$74,773	\$75,773	\$77,673	\$77,873	\$78,073	\$78,273	\$78,473	\$78,973
16	1	\$76,491	\$76,491	\$77,491	\$79,391	\$79,591	\$79,791	\$79,991	\$80,191	\$80,691
17	TOP	\$78,741	\$78,741	\$79,741	\$81,641	\$81,841	\$82,041	\$82,241	\$82,441	\$82,941

Article XVI Salary

Issue: Eliminating Columns on Salary Schedule

Association Position:

The Association proposes no change in language to Article XVI: Salary, Section B, Paragraph 6, relating to additional salary increments or credits earned.

The Association's position is to maintain status quo on the salary schedule columns. The District has emphasized for over fifteen years all staff members are to be highly qualified and encouraged the Association members to further their education. To encourage Association members, additional compensation has been added to the salary.

The District's proposal would have a significant negative economic impact on twenty-six (26) bargaining unit members who currently receive the increments proposed to be eliminated.

The Association believes it has made an effort to compromise on this matter over the last several CBAs and has no interest in making any modification.

District Position:

The District contends the salary schedules currently contain the following columns:

B B+24 B+30 M/Meq M+9 M+18 M+27 M+36 Doc/NBC

The District proposes the elimination of columns B+30, M+9, M+18 and M+36.

The District is proposing to include the credit columns on the salary schedule and decrease the number of columns that exist in the current CBA. Current professional staff would stay in their column until they reach a credit increase point that takes them into an unshaded column. Employees would not be penalized or go backwards. The District wishes to promote further education for the teachers, but wishes to do so by awarding significant achievements and degree attainment.

Recommendation:

The Fact-Finder recommends retaining the current columns on the salary schedule.

Article XVII Insurance

Issue: Health Insurance

Association Position:

The Association proposes to remain status quo for the term of this CBA. It suggests to remove references to prior dates that no longer apply. The Association points out it agreed to major changes in the health care plan at the beginning of the 2015-2018 CBA. The overall increase in health care premium costs to the District has been minimal since the change. The actual renewal rate decreased by 1.62%. The District is experiencing success in controlling the cost of health under the new QHDHP and the need to make additional changes is not necessary.

The District currently contributes 80% of the IRS minimum deductible to an HSA account for each employee enrolled in the health care plan. The Association questions the necessity to lower these contribution rates if the health care rates have basically remained unchanged over the term of the last CBA. If the Employer's contribution rate was to be decreased to 70% it would make its contribution rate among the lowest in the County. The Association's position to maintain status quo on the employer HSA contribution is fair. The District has realized a continual decrease in premium renewal rates with a projected -1.68% renewal rate for the 2019-2020 years.

The Association rejects a 12% premium increase threshold being entered in the CBA. No other surrounding districts have premium trigger language. If an upward trend in healthcare costs occur over the term of this CBA, the parties can negotiate changes to the health plan based on the facts at that time.

The Association also disagrees with the District's proposal to phase out the option for employees who are married to one another to participate in the health insurance opt out payment of \$5,000. The Association rejects the District's proposal to take this benefit away from those employees currently receiving it, because it would result in a substantial loss of money for them. Thus, the Association proposes to remain status quo on this point.

District Position:

The District proposes revised language be added to this Article.

During the term of this CBA, the District will provide hospitalization insurance coverage for all members of the bargaining unit and their dependents under a Qualified High Deductible Health Care Plan (QHDHP). The Qualified High Deductible Health Plan will be administered in accordance with the regulations and guidelines as established and/or amended by the Internal Revenue Service.

The deductible will be set annually based on the then current Internal Revenue Service (IRS) Guidelines. Employee will only be responsible for the deductible costs as outlined by the IRS Guidelines.

The deductible for the Qualified High Deductible Health Care Plan will be set annually based on the then current Internal Revenue Service (IRS) Guidelines. By TBD- (to be determined), 2018, the District shall process the payment of an employer contribution in the amount of eighty percent (80%) of the deductible amount of the PPO Blue QHDHP at that time. On July 1, 2019, the District shall contribute at the rate of seventy-five percent (75%) of the deductible amount of the PPO Blue QHDHP at that time. On July 1, 2020, the District shall contribute at the rate of seventy-five percent (75%) of the deductible amount of the PPO Blue QHDHP at that time. On July 1, 2021, the District shall contribute at the rate of seventy percent (70%) of the deductible amount of the PPO Blue QHDHP at that time.

Employees will receive their contribution based on their status (i.e. Single, Family) on July 1 of the current year. Employees who are hired after July 1 or during the school year will receive the full amount of the contribution for the year in which they were hired, given their status upon their hire date and enrollment. The District will assume the costs associated with the HSA, implementation, and other costs required to maintain the program. Employees may contribute to their HSA up to the annual limits set forth in accordance with the IRS guidelines. The School District shall pay the health care coverage of the Qualified High Deductible Health Plan (QHDHP) with a Health Savings Account (HSA). The School District reserves the right to provide an alternate health care plan with equal or better benefits than provided for in the 2018-2021 contract. Said plan summaries are attached as Appendix "TBD" for demonstrative purposes only. The plan summary is not intended as a contract of benefits, but is designed as a reference of the many benefits available under this program. The Association will be formally notified of any intent to change carriers no less than 60 days prior to such change taking place. This shall be done by a meeting between the Board, Administration and the Association. The parties agree to share in future renewal increases during the term of this contract.

The District shall pay up to 12% of a premium increase based on the premium rate in effect during the prior contract year. It is understood and agreed that in the event the cost of the premium rate exceeds the identified threshold (12%), the Association will either modify the benefit levels within the plan or pay a co-premium through payroll deduction to decrease the premium rates to the agreed amount.

Each year, the Board and the Association shall meet no later than April 15th to review the plan's cost to determine if that threshold has been triggered. If modifications are required, the Association will have until May 15th to determine the respective change to be made to attain the threshold effective July 1.

Employees may opt-out of the Qualified High Deductible Health Plan coverage and receive compensation in the amount of \$5000 per year upon a thirty (30) day written notification prior to July 1 of each calendar year shall do so during the open enrollment period preceding the new plan year starting July 1. Payments shall be made to a Section 125 Plan to the individual. Payments of \$2500 will be made semi-annually following each six-month period the employee has not participated in the healthcare plan. Insurance coverage shall be continuous with no exclusions of prior conditions. Employees who wish to re-enroll in the healthcare plan may do so in the open enrollment period of May 1 through May 30 of each year, unless there is a

qualifying event that causes the employee to lose their alternate coverage in which case they may re-enroll within 30 days of the occurrence.

Effective July 1, 2019 the spouses of bargaining unit members are excluded from participation in the opt-out plan, if the employee's spouse is a full-time employee of the Mohawk Area School District and accepts health care benefits.

Recommendation:

The Fact-Finder is recommending the following changes:

- | | |
|--------------|---|
| SY 2018-2019 | The District shall process the payment of an employer contribution in the amount of eighty percent (80%) of the deductible amount of the PPO Blue QHDHP at that time. |
| SY 2019-2020 | The District shall process the payment of an employer contribution in the amount of eighty percent (80%) of the deductible amount of the PPO Blue QHDHP at that time. |
| SY 2020-2021 | The District shall process the payment of an employer contribution in the amount of seventy five percent (75%) of the deductible amount of the PPO Blue QHDHP at that time. |
| SY 2021-2022 | The District shall process the payment of an employer contribution in the amount of seventy five percent (75%) of the deductible amount of the PPO Blue QHDHP at that time. |

SY= School year

Add the following language: The District shall pay up to 15% of a premium increase based on the premium rate in effect during the prior contract year. It is understood and agreed that in the event the cost of the premium rate exceeds the identified threshold (15%), the Association will either modify the benefit levels within the plan or pay a co-premium through payroll deduction to decrease the premium rates to the agreed amount.

The Fact-Finder recommends as of the date of this report, that the District "grandfather" the remaining employees who opt out of the health insurance plan based on the employee's spouse being a full-time employee of the Mohawk Area School District to continue to receive this benefit for the life of this CBA. Future employees / situations of this type will no longer be eligible to receive such benefit.

**Appendix B
Extracurricular Salaries**

Issue: Extracurricular Salaries

Association Position:

The Association proposes to increase the extracurricular salaries in Appendix B by 2.25% in each year of the CBA.

The Association seeks a fair and consistent increase to the extracurricular salary schedule. Traditionally, the percentage increase to extracurricular salaries has equaled that of the bargaining unit members percentage increase with the exception of the last CBA during which the parties agreed to eliminate the five-step schedule in place in the 1st year and replace it with a three-step schedule. The salaries at Step 3 were increased by 3.1% in the 2017-2018 school year. Steps one and two are based on percentages of the top step and the Association proposed no change to this structure. The Association proposes a modest increase of 2.25% to the top step in each year of this CBA.

District Position:

The District agrees to the Association's proposal to increase the extracurricular salaries 2.25% in each year of the CBA.

Recommendation:

The Fact-Finder recommends that the Association's proposal be accepted to increase the extracurricular salaries in Appendix B by 2.25%. Both parties agree to this proposal.

**Article VII
Temporary Leaves of Absence**

Issue: Personal Days

Association Position:

The Association proposes to remain status quo on the issue of personal days. The Association feels strongly that the current language is fair as it already provides for restrictions as follows:

- If 3 personal days are used consecutively, notice given 5 days prior
- No more than 10% of each building may be on personal or personal restricted per day.
- All personal days require administrative approval at least 3 days prior to the scheduled day in use.

District Position:

The District proposes to revise the language related to personal days. In the first paragraph under A. The District revised the third sentence to read: Said notice shall not state the reason for taking such leave other than that it is being taken under this section unless **otherwise noted in this contract.**

Add new paragraph:

Requests for personal days contiguous to vacation periods or holidays, on ACT 80 or in-service days, or during the first or last week of school, must state the reason(s) necessitating the leave. These requests in writing shall be sent to the building principal with final approval of the Superintendent's office at least three (3) days in advance of the day being requested. Personal days will not be granted for the primary purpose of extending vacations or holidays. Acceptable reasons for missing days contiguous to holidays/ vacations and medical (medical note required) or other emergency / bereavement situations.

The District submits three of the six Lawrence County School Districts have similar language in their CBAs. This request is due to the high number of call offs before or after a holiday break. There are a limited number of substitute teachers in this rural area. School calendars and days off are made public in advance. The District has scheduled inclement weather make up days around breaks and absences on these days further disrupt the educational process.

It is the position of the District Act 80 days are utilized for professional development opportunities for the staff. The days are extremely important for all staff to attend to ensure that safety, curricular and best practice strategies are adhered to by all of the staff through extensive trainings and conferencing with colleagues. The District contends the number of mandated training hours in the area of safety requires the professional staff to be trained with verification of the hours spent. Personal days are the second most absence reason in the District.

Recommendation:

The Fact-Finder is recommending for the personal day language to remain status quo.

**Article VI
Illness or Disability**

Issue: Sick Days

Association Position:

The Association proposes to remain status quo on this issue. The Association seeks to maintain the current number of sick leave days at twelve (12). This proposal maintains a fair and consistent number of sick leave days with comparable districts in Lawrence County.

District Position:

The District proposes to reduce the number of sick days credited each school year from twelve (12) to ten (10). The substitute pool is limited in the rural area. The Pennsylvania School Code indicates employees are entitled to ten (10) days of sick leave per school year and that it accumulates from year to year. The Board has made several efforts to increase the pool of substitute teachers.

The teachers do receive two (2) personal days that can accumulate from year to year up to a maximum of five (5) and then those days are added to the teacher’s sick day allowance. The teachers also receive two (2) restricted personal days each year that are not cumulative.

The District proposes to add the following new section in A.5:

A professional employee utilizing three (3) or fewer sick, personal, restricted personal, and/or emergency days in one school year will receive a stipend placed directly into a member’s individual 403b account to be paid on June 30th of that fiscal year according to the following scale:

0-1 day utilized	\$500
2 days utilized	\$350
3 days utilized	\$250

Recommendation:

It is the Fact-Finder’s recommendation for the language related to sick days to remain status quo.

**Article XVI
Salary**

Issue: Placement of Newly Hired Employees on Schedule

Association Position:

The Association proposed no language changes in this Article and seeks status quo. The current CBA language is fair. It was initially negotiated to ensure fairness and equity with respect to placing newly hired employees on the salary schedule. The existing language already provides the District with the ability to make exceptions and attract personnel for specialized areas.

District Position:

The District proposes to revise the language in Section C to read:

Placement of new employees on the salary schedule is solely at the discretion of the administration and Board of Directors.

The District desires to recruit the best teachers by bringing people in higher than the scale. If the situation is mutually beneficial to the incoming professional and the District, the District wishes

to retain the ability to place the new professional employee on the negotiated salary schedule step.

The District would maintain its practice of recognizing years served within other Pennsylvania Districts. This allows the District to attract quality staff.

Recommendation:

The Fact-Finder is recommending for the language to remain status quo.

New Article

Issue: Cyber Education

Association Position:

The Association proposes to include language on the use of virtual/ cyber classes in the CBA.

Cyber education is an issue that affects wages, hours and terms and conditions of employment. The Association is seeking fair and consistent language to address the impact of the virtual education program. The Association desires to address the issues of cyber education during the current negotiations process and not by developing a Memorandum of Understanding.

The Association remains open to collaboration with the District to address any issues that could potentially arise resulting from its desire to change the current program. It does not believe its proposal would limit the ability of the District to make changes to the program structure or change vendors. The Association would agree to meet and negotiate over any issues that arise related to the virtual education program.

District Position:

The District is not opposed to the concept of cyber education. However, more study needs to occur related to the cost to the District. The District is willing to address the impact on work conditions, and is willing to work collaboratively with the Association on the cyber education initiative. A lot of questions about cyber education remain unanswered.

The District states that language cannot be added to the CBA that affects it rights. As a result, the District has offered to meet outside of the bargaining process. It is premature for language to be added to this CBA and it would best be accomplished by developing a separate Memorandum of Understanding that would address the pertinent issues.

Recommendation:

The Fact-Finder is recommending for a joint labor management committee to be established no later than the end of this school year to address this issue. The purpose of the committee is to work toward developing a Memorandum of Understanding (MOU) on this matter. Several items

need to be addressed between the parties before the District is able to determine if virtual/cyber classes are feasible. If it is determined by the District that virtual/cyber classes are feasible, an MOU addressing the appropriate items is to be developed by the parties and presented to the Board by the end of December 2019.

TENTATIVE AGREEMENTS

At the Fact-Finding hearing the parties revealed they had reached tentative agreements concerning several issues discussed during negotiations. It is recommended for the tentative agreements to be incorporated into this report as set forth herein and made part of the CBA.

CONCLUSION

In conclusion, the parties are directed to review the Fact-Finding report and within ten (10) calendar days from the date of the issuance of this report to inform the Pennsylvania Labor Relations Board and each other if they accept or reject this report.

Confidentiality of the report should be maintained during the ten-consideration period and until officially released for publication by the Board in the event of a rejection.

The Fact-Finder submits the Findings and Recommendations as set forth herein.



Michelle Miller-Kotula
Fact-Finder
Washington, Pennsylvania

Issued: February 18, 2019