

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and
	(Recommendations
Between	(
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Clarion-Limestone Area	(Case No. ACT 88-23-10-W
School District	(
and	(Date of Hearing: February 6, 2024
	(
Clarion-Limestone Area	(Date of Report: February 26, 2024
Education Association	(

Michelle Miller-Kotula
Fact-Finder

For the District:	Carl B. Beard, Esq. Beard Legal Group 3366 Lynnwood Drive Altoona, PA 16603-1311
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For the Association:	Julie K. Smith UniServ Representative Pennsylvania State Education Association 3033 New Butler Road New Castle, PA 16101-3234
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Background

By letter dated January 16, 2024, 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 Clarion-Limestone Area School District (hereafter referred to as the “District”) and Clarion-Limestone Area Education Association, PSEA/NEA (hereafter referred to as the “Association”). The Association represents a unit of approximately 72 bargaining unit professionals which includes teachers. The District is located in Clarion County and a small portion of Jefferson County in 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 for the school years July 1, 2018 through June 30, 2023. The parties began formal negotiations on January 3, 2023, exchanged proposals and met approximately twenty times, including five to ten sidebar discussions in an attempt to negotiate a successor CBA.

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 I	Recognition
Article III	Term of Agreement
Article V	Salary and Wage Provisions
Article VI	Supplemental Salary and Wage Provision
Article VIII	Employee Benefits
Article IX	Hours of Work and Other Conditions of Employment
Article XIX	Grievance Procedure
Appendix B and C	Progression Chart and Salary Schedules

On February 6, 2024, a fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned. 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.

Executive Session 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 I Recognition

District Position:
(District Proposal)

The District proposes the following changes to Article 1 Recognition:

Article I: RECOGNITION

The Clarion–Limestone Area Education Association, PSEA/NEA, hereafter called the Association, is hereby recognized by the Clarion–Limestone Area School District, hereinafter called Employer or District, as the Bargaining Agent for the Bargaining Unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this Collective Bargaining Agreement (the “Agreement”) sets forth all the terms and conditions to which each party agrees to be bound, and that such ~~agreement~~ Agreement has been reached voluntarily without undue or unlawful solution by either party. There shall be no past practices that will be honored or otherwise in place are enforceable after the date of this Agreement. Prior to signing this Agreement, the parties discussed the fact that in order for any past practices to be enforceable, the parties

must agree upon them and include specific language documenting all such terms within the four corners of this Agreement.

The District contends there is no current language in the CBA addressing this issue. Over the years Board members would hear arguments being raised about a certain item that could not be implemented because of past practice. It is common in Labor Relations in order to eliminate past practices something must be taken to bargaining and one party has to announce to the other they are renouncing any past practices and if somebody believes there is one, it is incumbent upon them to secure language within the CBA.

Since the current CBA does not have what is referred to as a waiver/zipper clause and given the fact that Board members may not be on the Board for a long term, and the fact the chief school administrators may only remain in the District for one or two contracts, the Board finds it necessary to implement such language.

If it is the position of the Association and District that there are no past practices, this fact should be memorialized within the CBA. This language should be incorporated within the CBA or through a Memorandum of Agreement and does not necessarily appear within the Recognition clause. The District recommends for the Fact-Finder to accept the District's proposal.

Association Position:

The Association contends although there has not been an issue involving past practice, it is difficult to know if there are any past practices the Association should protect in language prior to accepting a waiver of past practice. A complete turnover of administration has occurred within the past two years and the Association's UniServ Representative was assigned to the current region in 2020. The Association submits this is not an item the Association is comfortable accepting at this time.

Recommendation:

The Fact-Finder has reviewed the positions of the parties. It is the Fact-Finder's recommendation at the present time to keep the language the same. However, the parties are encouraged to continue to review this item and if it is determined the parties agree that no past practices exist, the parties have the option in the future to sign a Memorandum of Understanding that will not affect this Fact-Finding report.

**Article III
Term of Agreement**

District Position:

The District is proposing a three-year agreement.

The District is apprehensive to go beyond a CBA term of three (3) years. Uncertainty with the finances exists, not limited to the end of any COVID money from the federal government and the funding formula. Even though PSERS contribution levels started to curtail, in 2000 the District's contribution rate was close to 1.9% and at the present time is near 34%. The District has seen

little change in special education funding over the years and is required to pay out significant amounts to operate its special education programs.

The employees of the District have enjoyed relatively low increases in healthcare premiums over the years. The cost of the healthcare renewal for July 1, 2024 includes a rate increase of 10.17%, which equates to approximately a \$140,000 increase for the active teachers group.

It is also the position of the District its investments were deflated during a substantial portion of the term of the last CBA. Two District construction projects are nearing an end and payments are due. Fund balances will have been diminished significantly.

The District experiences significant cyber school costs at approximately \$715,170. Special education costs increased from \$1,972,141 in 2018 to \$2,451,007 in 2023. Although a portion of this money is received back from the state or federal government, over the last six years the District has expended approximately \$8,895,418 more in special education for which it received no subsidy or reimbursement.

In the approved budget for 2022–2023 and 2023–2024 school years, surpluses are no longer available. It is difficult for the District to agree to any type of long-term contract beyond three years. The District recognizes the parties have been bargaining for almost one year, however economic uncertainties undercut the viability of going beyond a three-year term and the Fact-Finder should accept the District’s proposal in this instance.

Association Position:

The Association proposes for the term of the CBA to be changed from July 1, 2023 until June 30, 2028, which results in a five-year CBA.

The parties have been negotiating for over a year and the bargaining unit members have been working under an expired CBA for more than seven months. Coupled with a high turnover in both staff and administration, both parties could benefit from the stability of a five-year CBA and an extended period of labor rest.

Recommendation:

The Fact-Finder has reviewed the positions of the parties related to the term of agreement. It is determined that the salary schedule and other recommendations included in this report are for a three (3) year period, thus the CBA is to be in effect for July 1, 2023 until June 30, 2026.

**Article V
Salary and Wage Provisions**

District Position:

The District proposes the following salary increases:

Year 1	2.25% increase inclusive of step increment
Year 2	2.30% increase inclusive of step increment
Year 3	2.35% increase inclusive of step increment

Retroactivity is an open issue between the parties and has been an open issue for a considerably long period of time.

The District's proposal is a Comprehensive Package Proposal with salary, healthcare, retirement incentive and time comprising same.

The District points out to the Fact-Finder that the comparables it has presented include regional settlements within the Intermediate Unit (IU) and within Clarion County. These comparables show the salary offer of the District is much closer than that of the Association, which uses different comparables that should not be considered. The average increase within the County and the IU in 2022–2023 was approximately 2.81%. For CBAs that were settled up through June 30, 2025, and in 2023–2024 the average increase was 2.76%.

The Association's salary demands are higher than what is anticipated and the average in the region. The District's proposal is within what the average would be working over a three-year period of time and is more in the norm with what has occurred within the region than the Association's proposal. The District salary offer (inclusive of step increment) is not diminishing/devaluing the salary schedule. The District has been more than willing to be fair in its salary offer, contingent upon receiving other items as part of the overall package to help its educational programs move forward and help address escalating costs.

The District notes the bargaining unit employees must contribute more toward healthcare.

The PSERS contributions have been significant over the past 20 years. The District notes PSERS contributions are a major consideration for any type of resolution as it relates to salary. The District is cognizant that a portion of that money is reimbursed; however, the impact PSERS has on the overall resolution of the CBA is costly.

Currently the District has two capital projects underway that are valued at \$5.7 million and \$3.8 million. The projects are much-needed to address facilities that have deteriorated.

The District has paid out \$8,895,418 more in special education from 2018 through 2023 than it received in both state and federal revenue. The District is required to contract for professional services with IU 6 and this requires paying out significant dollars. The District also deals with placement options for students which are considered outside tuition costs. Since fiscal year June 20, 2018 ended the District has paid out \$1,848,938 in outside tuition. The District receives no reimbursement from the state for cyber school costs. Over the last six years the District has paid out \$2,677,495 in cyber costs.

Over the last several years the District has been the benefactor of several versions of ESSERS funding, which has already been used for COVID expenses. This money has disappeared and will be all accounted for by September 1, 2024. There is no additional money on the horizon to cover similar COVID-related expenses.

The District submits even though there have been years of surpluses in the budget, this certainly is not the current case. The District has some difficult decisions ahead for the 2024–2025 school

year. The current business manager and financial consultant are projecting a fund balance of \$2.1 million at the end of the 2023–2024 fiscal year. The District contends for the reasons it stated its position on wages should be accepted by the Fact-Finder.

Association Position:

The Association proposes all salary and wages be retroactive to July 1, 2023 and be paid within 30 days of ratification.

The following salary scales increases inclusive of step are proposed by the Association:

Year 1	3.75%
Year 2	3.75%
Year 3	3.75%
Year 4	3.50%
Year 5	3.50%

The Association proposes to compact the step progression chart from 17 to 15 steps in year one. (No employee is currently on step 2.)

The Association states it is a reasonable expectation that the teachers should be paid comparable salaries to equally experienced and equally educated teachers from similarly situated school districts in the comparables it has provided. The raises as proposed will maintain the teachers' current status among the eight comparable districts. The recent settlements in the region show the Association's proposal is consistent with the comparables.

This proposal is equitable and beneficial for all current and future employees, and trims two steps through compaction and equalizes incremental costs. These schedules also provide a competitive starting rate that is imperative given the teacher shortage and provides a large enough increase to secure majority support from the 42% of employees on the top step.

The Association submits the District's scales damage the schedule by creating a jump step between steps 16 and 17. It is noted by the Association that the District's healthcare proposal would have employees on the top step with a dependent or spouse on their insurance paying \$1449 or \$1683 more in premium share payments, lessening the increase they receive.

It is the position of the Association the District is financially sound and can afford the Association's proposal.

Recommendation:

The recommendation of this Fact-Finder in this report as it relates to the salary is premised on a three (3) year CBA. This salary proposal represents the following:

Year 1	3.0 % increase inclusive of step increment
Year 2	3.0 % increase inclusive of step increment
Year 3	3.0% increase inclusive of step increment

The Fact-Finder also recommends for the salary increases are to be retroactive effective to July 1, 2023. The related salary schedules for this recommendation are contained in Appendix B and C, Progression Chart and Salary Schedules.

**Article VI
Supplemental Salary and Wage Provisions**

District Position:

The District contends the only outstanding issue in this Article relates to the amount of money that should be applied to the existing supplemental salary schedule.

The District proposes the following wages increases for the supplemental schedule:

2.25%	year 1 (2023-2024)
2.30%	year 2 (2024-2025)
2.35%	year 3 (2025-2026)

The District notes the retroactivity issue applies to supplementals as it does to the salary issue. It is the position of the District the parties were close to arriving at a salary number in bargaining.

Association Position:

The Association proposes that supplemental salary and hourly amount shall increase by the same percentage amount as agreed upon for salary and wage provisions in Article V and shall be retroactive. The Association recognizes many changes have been agreed to within the supplemental section, but the salaries and hourly amounts remain open. The coaches and advisors deserve to be fairly compensated for the time and energy they devote to their programs. Seven supplementals have been merged with the District and Clarion Area School District and should be comparable to those of the Clarion Area. The increases sought by the Association would bring the supplemental contracts in line with those of the neighboring district with whom students and coaches are shared.

Recommendation:

The Fact-Finder has reviewed the parties' proposals related to the supplemental positions. It is recommended that the supplemental positions follow the same 3.0% per year increase, as established in the Salary and Wage Provisions in this report.

**Article VIII
Employee Benefits**

District Position:

Section A. Personal/Emergency Leave

The District contends it already made a concession in regard to personal days. It is opposed to this change requested by the Association.

The District agreed to revise Subsection 6 to reflect that the Superintendent, at his sole discretion, may approve an exception that staff could not request time off during the first and last 10 days of school.

The District notes employees can use a maximum of five days personal days per year. In reviewing the comparisons of the schools within the IU, the proposal of this District is consistent. The District does not believe it has to be expanded to allow a teacher to be off upwards of seven personal days in a particular year. The District submits great opportunities exist in the months of June, July, and August for bargaining unit members to take extended vacations and the time teachers spend with students is critical. There are concerns relative to coverage issues and availability of substitutes during the school year. The District is opposed to permitting any more flexibility to take days off. It is the position of the District it has already made a concession by allowing teachers to be out at the sole discretion of the Superintendent during the first and last 10 days of the school year by modifying the provisions of Section 6 above. It is therefore recommended by the District that the Association's proposal should not be accepted.

Association Position:

Section A. Personal/Emergency Leave

The Association proposes to increase the number of personal/emergency leave days permitted to be used from 5 to 7 days per year and requests for the days in this section to be interpreted as school days and personal/emergency leave to be subject to the following rules:

4. For the term of this Agreement, the personal/emergency leave provisions of this contract shall permit each employee to accumulate and to use a maximum of ~~five (5)~~ seven (7) days personal leave per year. No more than ~~four (4)~~ five (5) personal days may be used consecutively.

The Association is not seeking to add more personal days, but only to be able to accumulate more and use up to five of them consecutively. Teachers would have to save their personal days for three years to accumulate five of them to use consequently in the third year.

It is debatable according to the Association whether a substitute teacher for a whole week would be any more or less consistent than a substitute teacher for four days than the regular classroom teacher on the fifth day.

Recommendation:

The Fact-Finder has reviewed the parties' proposals related to the Personal / Emergency Leave Section of the CBA. It is determined that the bargaining unit employees be permitted to increase the number of personal days to accumulate from five (5) to seven (7). However, the remainder of the language is to remain unchanged.

**Article VIII
Employee Benefits**

District Position:

Section E. Insurances

2. Dental

The District states it outlined to the Association as part of a package a comprehensive proposal it would be willing to consider adding the \$1000 per year orthodontic benefit, per member with dependents to age 19 in exchange for other changes in healthcare.

Under the District's proposal, it is noted the cost for healthcare is going to escalate by 10.17%, effective July 1, 2024. Currently the bargaining unit members contribute less than 1% toward the cost of health insurance coverage. The current cost of healthcare is \$1,288,908 and is slated to increase to \$1,419,990 effective July 1, 2024.

The District does not have a problem adding this benefit prospectively if inroads into premium share contributions are made under the District's healthcare insurance proposal. Since there is no way to retroactively apply such benefit, if the Fact-Finder considers such proposal, the District contends it can only become effective during the second year of the CBA.

The District submits the Association's proposal should be rejected. The District's proposal considers this benefit to be an equal trade-off with bargaining unit members contributing significantly more than token amounts of money.

Association Position:

The Association requests for the District to provide the basic plan dental program plus an orthodontic coverage, supplementary benefits, for each employee, his/her spouse and his/her children for the term of this Agreement. Conversion from individual to family coverage will be provided in accordance with the rules and regulations of the insurance carrier.

When the District changed its dental insurance provider, the savings realized could have provided the added benefit of orthodontic coverage. Three of the districts included in the Association's comparables offer orthodontic coverage.

Recommendation:

The Fact-Finder has reviewed the parties' proposals related to the Dental Insurance. This Fact-Finder recommends to add the \$1000 per year orthodontic benefit, per member with dependents to age 19. The orthodontic benefit is to become effective July 1, 2024.

**Article VIII
Employee Benefits**

District Position:

Section E: Insurances

The District proposes the following:

Effective July 1, 2023 employees shall pay percentage of the coverage level selected (individual, employee/dependents, employee/spouse, family) by paying nine (9%) of the premium.

The District proposes the following plan changes to take effect beginning July 1, 2023 to the PPO plan to include the following:

I. Deductibles of
2023-2024 \$1500/\$3000

HRA Contributions:
2023-2024 \$750/\$1500

IX. Prescription Deductible
Effective 7/1/2023, add the following:
\$100 individual /\$200 family aggregate deductible per benefit period.

h. Spousal Exclusion (New language proposed by the District)

The spouse of an employee will not be eligible for District provided healthcare coverage while the spouse is also eligible for healthcare coverage through any of the following employers:

1. The Commonwealth of Pennsylvania;
2. The Federal Government, the Federal Court System or any branch of the US Military;
3. Any public school, intermediate unit, cyber–charter school, or Public University/State System University;
4. If the spouse cannot enroll in their employer’s health plan until the employer’s next open enrollment period, the District will provide coverage to the employee’s spouse until the employer permits entry into the spouse’s program. The District will require a letter from the spouse’s employer confirming the date of entry into the program. If the spouse’s employer permits entry into its health plan with no stipulation of an open enrollment period, then such spouse will be terminated from the District’s health plan the month following the effective date of this Agreement.

If the foregoing exclusion applies to an employee’s spouse, such employee may elect to pay all additional costs incurred by the District to provide coverage to such spouse by lump sum payment or payroll deduction, and upon such payment the District will provide coverage.

The District is seeking concessions in the healthcare arena. The District has been fortunate over the last 10 years it has not seen increases in double digits. Since the healthcare premium has been negotiated, approximately 15 to 20 years ago between the parties it has not moved much.

Currently individuals contribute approximately \$84 a year, employee/dependent and employee/spouse contribute close to \$100, and those with family coverage contribute approximately \$156 per year towards coverage (\$4.50 per pay) when looked at in its totality, 72 full-time equivalent bargaining unit members contribute approximately \$8918 toward premium share. That is less than 1% of the total premium for this group of active teachers that are receiving healthcare. The District is seeking premium share of 9% of the premium. The District also asked that the calendar year deductible be increased as outlined in at a calendar year deductible for prescriptions. The District is also requesting a limited spousal exclusion be included in the CBA.

The District has been willing to move on the salary proposal provided the parties come together on a comprehensive proposal that would balance wages with healthcare and other District costs such as the early retirement incentive and other benefits asked for by the Association. It is noted that the premium rates for the District will increase effective July 1, 2024 and go up 10.17%.

The District admits at one point it was willing to add orthodontics coverage of \$1000 per member for dependents up to the age of 19. However, that offer was contingent upon a package wherein consideration is given to adding the limited spousal exclusion and increasing the premium share contributions.

The District notes the Association is asking the Fact-Finder to restore the early retirement incentive with absolutely no consideration toward spousal exclusion or premium share.

It is the District's position that if individuals want to, the employees during their time in the District need to contribute toward the cost of premium share. It only seems fair that bargaining members who are expecting to receive such a lucrative retirement incentive pay a reasonable amount of premium share for the coverage selected.

It is important for the District to have a 9% premium share. The District is cognizant as is its taxpayers that employees must contribute a larger percentage toward the cost of insurance. The District believes it provided ample support as to why the bargaining unit should contribute a percentage of the premium in this round of bargaining.

The District is proposing that all raises and increases be prospectively applied. If the Association is seeking retroactivity then it also needs to be cognizant of premium share being retroactive as well as part of the set off of any wage increase the bargaining unit members might otherwise receive. The District urges the Fact-Finder to accept its proposal.

The District is proposing a limited spousal exclusion. This type of language appears in many other CBAs, both teacher and support across the Commonwealth of Pennsylvania. The Fact-Finder is urged to accept this proposal.

Association Position:

The Association rejects the District's proposal to impose a 9% premium share effective 7/1/23.

The District proposed a total salary increase in year one of \$105,298 and wants to take \$91,935 of that back from employees in added premium share. The District is realizing attritional savings from reduced staffing.

Related to increasing deductibles, the District's proposal must be rejected.

The District's proposal potentially costs employees \$125 to \$250 more out of pocket for healthcare costs annually.

Regarding the prescription deductible proposed by the District, the Association points out none of the eight districts in its comparables have a prescription deductible. Co-pays and deductibles are not traditionally paired together. After considering this information, the Association urges the Fact-Finder to reject the District's proposal related to prescription deductibles.

Finally, the Association estimates the District's proposal for spousal exclusion would affect a small number of bargaining unit members. However, added premium shares, deductibles, and loss of opt out benefits could significantly affect their bottom line. The bargaining unit members are against spousal exclusion as an affront to one is an affront to all.

Recommendation:

The Fact-Finder has reviewed the parties' proposals related to the Employee Benefits and recommends the following:

Effective July 1, 2024 employees shall pay percentage of the coverage level selected (individual, employee/dependents, employee/spouse, family) by paying four and one half percent (4.5%) of the premium.

Implement the following plan changes to take effect beginning July 1, 2024 to the PPO plan to include the following:

5. Deductibles of
Commencing July 1, 2024 \$1500/\$3000

HRA Contributions:
Commencing July 1, 2024 \$750/\$1500

IX. Prescription Deductible
Effective 7/1/2024, add the following:
\$100 individual /\$200 family aggregate deductible per benefit period.

Effective July 1, 2025 implement the new language presented by the District for Spousal Exclusion:

h. Spousal Exclusion

The spouse of an employee will not be eligible for District provided healthcare coverage while the spouse is also eligible for healthcare coverage through any of the following employers:

6. The Commonwealth of Pennsylvania;
7. The Federal Government, the Federal Court System or any branch of the US Military;
8. Any public school, intermediate unit, cyber-charter school, or Public University/State System University;
9. If the spouse cannot enroll in their employer's health plan until the employer's next open enrollment period, the District will provide coverage to the employee's spouse until the employer permits entry into the spouse's program. The District will require a letter from the spouse's employer confirming the date of entry into the program. If the spouse's employer permits entry into its health plan with no stipulation of an open enrollment period, then such spouse will be terminated from the District's health plan the month following the effective date of this Agreement.

If the foregoing exclusion applies to an employee's spouse, such employee may elect to pay all additional costs incurred by the District to provide coverage to such spouse by lump sum payment or payroll deduction, and upon such payment the District will provide coverage.

Article VIII Employee Benefits

District Position:

Section F. Retirement Incentive Program

The District's position related to retirement incentives is that it will consider the extension of the retirement incentive program conditioned upon significant inroads into premium share and taking into consideration the District's proposal on limited spousal exclusion.

It is the District's position if there cannot be an agreement on the healthcare issue as proposed by the District in its most recent negotiations on a new success or CBA, the provision of a retirement incentive by its own nature has expired and became null and void and should not be included into the CBA.

The District submits the 2023 cost of individual insurance was \$5299.68. In 2023–2024 individual coverage rose to \$7155.24 and is slated to increase by 10.1% in 2024–2025. If the trend of 10% increases continue over the life of the CBA, the cost of the insurance would significantly increase.

The District notes if employees are willing to contribute a 9% premium share over a 15-year period of time commencing in the 2023/2024 school year, it will contribute over a lifetime less than \$25,000 if said premium share is done through pretax dollars. This would allow the

employee to reap a handsome benefit of receiving upwards of five years of individual coverage with a value of \$47,000.

The District has offered a reasonable compromise of extending the early retirement incentive in exchange for significantly more contributions toward healthcare costs and securing a limited spousal exclusion. Every one percent (1%) in premium yields approximately \$11,363. Therefore, the District recommends for the Fact-Finder to reject the proposal of the Association unless it is part of a package involving 9% premium share and adding the limited spousal exclusion.

Association Position:

The Association requests for the retirement incentive to expire and become null and void on June 30, 2028.

The District's unwillingness to extend the Retirement Incentive is unacceptable to the Association. Eliminating such incentive will cause increased costs to the District because of the loss of attritional savings. Healthcare is a major reason for retirement deferral providing health insurance to the employees as well as saving the District money and is a win-win for both sides. To eliminate the retirement incentive, employees would wait to retire and the District will lose out on savings from reduced salaries. If teachers are not replaced, the savings are further amplified. The Association requests for the benefits of the Retirement Incentive Program to be maintained as established in the expired CBA.

Recommendation:

The Fact-Finder has reviewed the parties' proposals related to the Retirement Incentive program and recommends to include this language in the CBA to expire and become null and void on June 30, 2026.

**Article VIII
Employee Benefits**

District Position:

Section H. Reimbursement of Credits

The District is not proposing any change whatsoever. The District believes the Association has not provided a good rationale for expanding this particular provision. The period of payment should be the gauge by which the reimbursement section should begin to toll and run.

The District states for all practical purposes, by striking the qualifying criteria that the 100% applies to Permanent Certification and Current Masters it makes all credit subject to 100% reimbursement and nullifies any contribution by the employee. If the Association is asking that the longstanding language of being tied to permanent certification (Level II) or Earned Masters be completely modified to allow for free range of 36 credits, there should be more thorough discussion about talking about the fact that any type of credits beyond permanent certification or for those earning a Master's degree should contain some sense that they directly relate to the current teaching assignment of the teacher and/or their area of certification. The District contends the definition of the phrase "in the field of education" is too broad-based.

It is the position of the District credit reimbursements have escalated in the past several years and if the language were to open up it would allow basically a “free-for-all” for credits to be taken. The District’s costs could exponentially increase over the next three years if this proposal were to be recommended for inclusion in the CBA.

The District notes there already is a mechanism in the current language for the Superintendent to approve additional credits at his discretion for earned Master’s degrees that require additional credits. In the opinion of the District, the elimination of this qualifying criteria could lead to abuse and a significant increase in cost and thus the District requests for the Fact-Finder to reject the Association’s proposal.

Association Position:

It is the proposal of the Association for the District to reimburse 100% tuition for credits in the field of education through an accredited institution recognized by the Pennsylvania Department of Education. In no case shall 100% reimbursement exceed 36 credits. Additional and/or other graduate credits applicable/relevant to the employee’s current teaching assignment, future teaching assignment or toward another area of certification shall be reimbursed at 75%. All such courses shall be subject to the prior approval of the Superintendent.

A recipient must be a member of the staff in order to receive reimbursement. If an employee resigns from the staff, said employee shall reimburse the District for all credit reimbursement as follows:

- 100% if employee leaves within two years
- 75% if employee leaves within three years
- 50% if employee leaves within four years.

The Association proposes to change the language of defining a year as a 12-month calendar following the date of submission for tuition reimbursement.

The Association contends it is more equitable for the District to reimburse 100% of the first 36 credits an employee earns, regardless of if he or she attributed to permanent certification, a Master’s degree, to improve the employee’s knowledge in a particular subject, or for an employee to earn an additional certification. Continuing education should be encouraged.

The Association points out in the event of an employee resignation that necessitates him or her repaying the District for credit reimbursement, the timeline should be dictated by the date the employee submitted the proper paperwork for tuition reimbursement. If a delay in payment from the District occurs, the employee should not be further burdened by having his or her payback timeline extended through no fault of his or her own.

Recommendation:

The Fact-Finder has reviewed the parties’ proposals related to the Reimbursement of Credits. It is recommended by the Fact-Finder for the language to remain unchanged.

Article IX
Hours of Work and Other Conditions of Employment

District Position:

Teachers Normal Work Year

The District proposes the teachers normal work year shall not exceed 185 work days plus 12 hours additional time assigned by the Administration. The 185 work days shall encompass 180 student days and the remaining 5 days shall be assigned by the Administration.

The current work year is 183 days.

It is the position of the District there are more state and federal mandates that impact it on a reoccurring basis. Students are assessed from the time they enter the school year until they leave. The Commonwealth of Pennsylvania implemented the Keystone Exams as well as Common Core. There is a constant need to address grade level, building level, District-wide, statewide issues that impact its educational program. The District believes with additional time of two days and 12 additional hours, it will provide an opportunity to review student assessment results, evaluate student data and provide additional opportunities for professional development to effectively deliver its educational program. The District has many uses to utilize this extra time.

The ultimate goal of the District is to improve student performance and the only way to achieve it is to have the students in school for longer periods of time without using Act 80 days. Most Districts are moving in the direction of getting away from Act 80 days and adding days to their existing calendar/work years.

The District states information from the PSBA from 2013 shows with 197 contracts reviewed, only 6% have a number of work days between 180 and 183; 85% had the number of work days between 184 and 191. There are many mandated trainings and the current in-service days involve at least 1.5 days out of 3 in-service days preparing for the beginning of school and closing out of school at the end of the year. It is difficult for the District to do what he needs to do with 1.5 days of instruction on professional development issues.

The District contends additional time in this area would provide an opportunity to have faculty meetings with staff which are much needed. The District urges the Fact-Finder to accept its proposal and not the Association's proposal in this regard.

Association Position:

The Association rejects the proposal of additional days unless there is a corresponding per diem increase in the salary.

The Association notes the District has stated it needs additional time for staff training and meetings. There is already adequate time for staff training and meetings, given the District exceeds its necessary student hours, coupled with the approval of Act 56 which affords more flexibility in scheduling and requires 180 days or 900 (elementary) and 990 (high school) hours. Flex days where students are released early and teachers remain, are becoming more popular for staff training and provide a perfect opportunity for meetings.

Thus, the District's proposal on this subject must be rejected by the Fact-Finder.

Recommendation:

The Fact-Finder has reviewed the parties' proposals related to the Teachers Normal Work Year and recommends to increase the work year from 183 to 184 days. This Fact-Finder also recognizes the need of the District to hold meetings with its faculty. Therefore, it is recommended that 10 hours of additional time be assigned by the Administration.

**Article IX
Hours of Work and Other Conditions of Employment**

District Position:

Section H. Assignment (New Section proposed by Association)

The District contends it provided language to the Association related to the notification of teaching assignment as follows:

All teachers shall be given written notice of their tentative assignments for the forthcoming school year by August 1.

In the event that a change in the teacher's schedule is proposed, the teacher affected will be promptly notified and afforded an opportunity to discuss it with the administration.

The District notes the Association has indicated this language is not acceptable and has kept this item on the table for fact-finding.

This language proposal presented by the District envisions employees will receive their tentative class assignment by August 1 and if there is a need to change same, the teacher affected will be promptly notified and afforded an opportunity to discuss it with the administration. The District cannot issue class assignments for the subsequent year by May 30, prior to the end of the school term. The District picked a reasonable point in time that the Building Principal and the Superintendent believe they can notify individuals of their assignment for the upcoming year. The District clearly indicated it needs maximum flexibility. There are approximately 72 full-time bargaining unit members and the District must retain the ability to assign staff as needed.

The District points out Act 195 and Act 88 address matters of inherent managerial policy. It is not feasible for a district of this size to be required to consider preferences for all vacancies and reassignments. The Association is attempting to take away the District's ability to assign staff as needed. The District will not agree to language that attempts to take away its ability to assign staff where it deems most appropriate. The District must retain the right to assign based on program and operational needs. The District submits the Association's proposal should not be accepted by the Fact-Finder.

Association Position:

Section H. Assignment (New Section Proposed by Association)

The Association proposes to add the following new section:

Employees shall receive their class assignment for the subsequent year by May 30. Any changes shall be by mutual agreement or due to unforeseen and extenuating circumstances.

Employees who are required to move from one classroom to another shall be granted one (1) additional workday and receive their per diem rate for the day. Upon request, a custodian will provide assistance.

Employees who wish to be considered for reassignment may submit a letter which expresses their interest, including the grade level(s) and/or subject(s), to their building Principal at any time during the school year, but preferably by March 1. Preferences will be considered for all vacancies and reassignments.

It is the position of the Association the teachers continually adapt, add to, and subtract from their lessons to fine tune them. They use well designed materials, developed over years to impart learning. Some teachers left the District when they received their new teaching assignments with only 2 to 4 weeks to prepare before the start of a new school year under former administration. The Association proposes if teachers are going to be reassigned to a different grade level or be assigned new subjects to teach, they want and deserve time to plan for that change. It is imperative they are made aware of any changes in their schedule in a timely manner because the quality of education and employee morale depends on it.

Recommendation:

The Fact-Finder has reviewed the parties' proposals related to Assignment. It is this Fact-Finder's position that the District's proposal should be accepted, to give all teachers written notice of their tentative assignments for the forthcoming school year by August 1.

Article IX

Hours of Work and Other Conditions of Employment

District Position :

Section I. Preparation Periods (New Section Proposed by Association)

The District did not propose adding this provision to the Collective Bargaining Agreement. There is no current language in the CBA addressing this issue.

It is the position of the District the teachers are asking to have the administration commit to guaranteed prep time. This time is basically to be free of all other activities, assignments, meetings and student contact. The District points out the Association is not willing to commit any time whatsoever for up to one hour per month for faculty meetings or add any additional

time for much-needed professional development that is a District-wide initiative or statewide initiative/mandate. The Association is asking for a major concession in this area to provide uninterrupted preparation periods.

The amount of compensation the Association is requesting for a missed prep period is too high according to the District. While most of the CBAs in the Intermediate Unit have some form of preparation time, not all of it is guaranteed and not all has been outlined as completely interrupted. Only 4 of the 15 districts in the IU provide any type of compensation for lost preparation periods.

The District is not in agreement that when another teacher's students go into a classroom there should be a compensation of \$200 split evenly among those teachers observing the absent teacher's students for the full day or prorated a half-day. The District submits a review of the CBAs in the IU does not indicate this particular provision that the Association is asking for is common or has been embraced in the locals. The District contends that unless it can secure up to one hour per month for faculty meetings and much-needed professional development and have that incorporated within the CBA, it has a difficult time agreeing to this provision.

As it relates to the Association's note that it agreed to withdraw the grievance relative to remote Wednesdays, the District points out the item they are referring to was a grievance over change in delivery model during/after COVID. The arbitration in regard to this particular item occurred on June 28, 2022. The arbitrator at the time suggested to both parties that they may want to attempt to work this one out. It is the position of the District this issue was brought forward in the grievance and only involved a small number of employees who testified at that particular hearing and did not involve the entirety of the bargaining unit. The District notes this is an issue that cannot be retroactive, this is especially true given the request of payment for missed prep periods. The District's position is that the Association's position should be rejected unless there is some give-and-take exchange on the District's requested items.

Association Position:

Section I. Preparation Periods (New Section Proposed by Association)

The Association proposes the following new section be added in the CBA:

Each employee shall be assigned an average of one (1) period per day for planning and preparation.

Preparation period shall be in blocks of time no less than forty-two (42) consecutive minutes in length in the high school and thirty-five (35) consecutive minutes in length in the elementary school and shall be free of all other activities, assignments, meetings, and student conduct. The teacher reserves the right to use their classroom for the duration of their planning. Unless extenuating circumstance, as determined by administration, prohibits the teacher's room from their use therein.

When an employee does not receive his/her full complement of preparation time because they are covering another teacher's classroom, their special area class has been canceled,

or for any other administrative assignment or meeting, he/she will be compensated for said loss of preparation time at the rate of \$35 per period. When an employee does not receive his/her full complement of preparation time because of a special event (i.e., assembly, celebration, school delay, early dismissal, field trip, or any other abnormal schedule change), the employee is not entitled to additional compensation.

When an employee(s) must absorb another teacher's students into their classroom, they shall be compensated \$200, split evenly among those teachers observing the absent teacher's students for the full day, or prorated if half-day.

The Association has agreed to withdraw the grievance relative to remote Wednesdays with the incorporation of Section 1 above.

The Association contends the District has traditionally provided a preparation period, but it is not guaranteed. Teachers are asked on a more regular basis to cover another class or absorb extra students into their classroom. Guaranteed preparation time is imperative for quality education and the mental health of employees. Teachers need preparation time for a variety of reasons.

When the teacher does not receive his or her complement of prep time. The work is shifted outside of the regular workday. The Association is seeking nominal compensation for lost preparation time. In some areas such as the elementary, teachers absorb students from another teacher's class and their workload increases substantially. They must meet the needs of the two groups of students. Classroom management becomes more challenging as class size increases, especially when it increases by 50%.

The Association is hopeful that compensation for loss of prep time and/or absorbing extra students will help teachers feel respected and encourage the District to work diligently to attract and retain substitute teachers.

Recommendation:

The Fact-Finder has reviewed the parties' proposals related to the preparation periods.

Accordingly, the Fact-Finder suggests accepting the Association's language with a change in the rates as listed below:

Each employee shall be assigned an average of one (1) period per day for planning and preparation.

Preparation period shall be in blocks of time no less than forty-two (42) consecutive minutes in length in the high school and thirty-five (35) consecutive minutes in length in the elementary school and shall be free of all other activities, assignments, meetings, and student conduct. The teacher reserves the right to use his/her classroom for the duration of his/her planning. Unless extenuating circumstances, as determined by administration, prohibits the teacher's room from his/her use therein.

When an employee does not receive his/her full complement of preparation time because he/she is covering another teacher's classroom, his/her special area class has been canceled, or for any other administrative assignment or meeting, he/she will be compensated for said loss of preparation time at the rate of \$20 per period. When an employee does not receive his/her full complement of preparation time because of a special event (i.e., assembly, celebration, school delay, early dismissal, field trip, or any other abnormal schedule change), the employee is not entitled to additional compensation.

When an employee(s) must absorb another teacher's students into their classroom, they shall be compensated \$100, split evenly among those teachers observing the absent teacher's students for the full day, or prorated if half-day.

Article XIX Grievance Procedure

District Position :

Powers of the Arbitrator (Proposed by District)

The parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a four (4) step process which is described in the following paragraphs. If a party fails to respond with the time limits set forth herein, the grievance shall automatically advance to the next level up to Step Three (3). If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance in writing directly to the superintendent. The processing of such grievance shall be commenced at Step Two. All grievance forms must be hand delivered to the grievant and/or Association representative and the Superintendent and/or Business Manager. In the event of employee absence from the District, an appropriate representative of either party will suffice. Work days throughout Steps I through IV will be defined as days the District office is open for regular business.

It is the proposal of the District for changes to be made to this language as follows:

Step III:

If the action in Step II above fails to resolve the grievance to the satisfaction of the affected employee or employees, the grievance may be referred to the Board Secretary in writing, on a form provided by the employer, within seven (7) days of the District Superintendent's decision.

The grievance shall be heard at the next official meeting of the Board, which meeting shall be at least ~~seven (7)~~ fifteen (15) days after the grievance has been filed with the Board Secretary. The Board shall file a written reply within seven (7) days of the meeting at which the grievance was reviewed.

(New language proposed by the District)

Step IV: Mediation prior to arbitration provided both parties mutually agree to the mediation process. The parties would be able to utilize voluntary mediation among themselves or utilize the Bureau of Mediation's Grievance Mediation process.

~~Step IV~~ Step V:

If the action in Step III above fails to resolve the grievance to the satisfaction of the Association, the grievance may be referred to binding arbitration, on a form provided by the employer, within twenty (20) days of the Board's decision as provided in Section 903 of Act 195. The arbitrator(s) shall be selected from the Bureau of Mediation.

If the grievance fails to meet the criteria of Section 903 and Act 195, the decision of the Board in Step III shall be final.

The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and a collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

The District points out both the District and Association are on point as it relates to who owns the grievance going to arbitration. The District believes the Association would be in agreement since in most instances the Association's President or Association's counsel involved in disciplinary matters or in other meetings with employees that it should be the Association that is present in these situations and no private counsel be involved.

It is not uncommon according to the District for the powers of the arbitrator to be listed within the four corners of the CBA. It is also not uncommon to limit the powers of the arbitrator that it is found within the CBA. Such a provision according to the District is found within approximately 75% of the districts and/or school entities to include CTC, and Intermediate Unit 6 and the District's proposal should be accepted.

Association Position:

(Association's Proposal)

The Association proposes to add the following:

Step IV:

If the action in Step III above fails to resolve the grievance to the satisfaction of the Association, the grievance may be referred, at the sole discretion of the Association, to binding arbitration, on a form provided by the employer, within twenty (20) days of the Board's decision as provided in Section 903 of Act 195. The arbitrator(s) shall be selected from the Bureau of Mediation.

The Association has vested interest in acting as a gatekeeper to arbitration. Both the Association and the Employer may suffer damages if the member proceeds to arbitration under his or her own accord with a meritless grievance.

(District Proposed addition)

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement.

The Association takes the position that this language can be interpreted in an overly literal manner. It could be interpreted to exclude past practices from the grievance process. It also potentially restricts the arbitrator's ability to craft comprehensive remedies and create ancillary issues that result in unnecessary appeals. If an award is not rationally derived from the CBA, it will not pass the essence test and will be overturned.

(District Proposed addition)

The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

The Association submits is a grievance goes through the process, sometimes ancillary issues become apparent and are essential to a full resolution of the grievance, even if not explicitly stated in the original grievance document. This language would generate more grievances and additional time and expense for the parties if every small thing needs to be grieved, no matter how interconnected the issues are. Labor contracts cannot and should not be expected to address every possible issue that could arise in the workplace. It is the arbitrator's job according to the Association to determine the intent of the parties and effectuate that intent.

Recommendation:

The Fact-Finder finds that the language in this Section remain the same.

**Appendix B and C
Progression Chart and Salary Schedules**

District Position:

(Refer to Page 5 of this Fact-Finding Report – Article V-Salary & Wage Provisions – District Position.)

Association Position:

(Refer to Page 7 of this Fact-Finding Report – Article V-Salary & Wage Provisions – Association Position)

Recommendation:

The recommendation of this Fact-Finder in this report as it relates to the salary is premised on a three (3) year CBA. This salary proposal represents the following:

- Year 1 3.0 % increase inclusive of step increment**
- Year 2 3.0 % increase inclusive of step increment**
- Year 3 3.0% increase inclusive of step increment**

The Fact-Finder also recommends for the salary increases are to be retroactive effective to July 1, 2023. The related salary schedules for this recommendation are contained in Appendix B and C, Progression Chart and Salary Schedules.

**Clarion-Limestone EA
Salary Schedule
2022-23 (Base Year)**

Step	B	M
1	\$50,673	\$51,839
2	\$50,973	\$52,139
3	\$51,273	\$52,439
4	\$52,473	\$53,639
5	\$53,873	\$55,039
6	\$55,373	\$56,539
7	\$56,873	\$58,039
8	\$57,873	\$59,039
9	\$59,273	\$60,439
10	\$60,673	\$61,839
11	\$62,073	\$63,239
12	\$63,473	\$64,639
13	\$64,873	\$66,039
14	\$66,723	\$67,889
15	\$68,681	\$69,847
16	\$70,656	\$71,822
17	\$72,631	\$73,797

Salary Schedule
2023-24 (Year 1)

Step	B	M
1	\$51,707	\$52,873
2	\$52,007	\$53,173
3	\$52,307	\$53,473
4	\$53,507	\$54,673
5	\$54,907	\$56,073
6	\$56,407	\$57,573
7	\$57,907	\$59,073
8	\$58,907	\$60,073
9	\$60,307	\$61,473
10	\$61,707	\$62,873
11	\$63,107	\$64,273
12	\$64,507	\$65,673
13	\$65,907	\$67,073
14	\$67,757	\$68,923
15	\$69,715	\$70,881
16	\$71,690	\$72,856
17	\$73,665	\$74,831

Salary Schedule
2024-2025 (Year 2)

Step	B	M
1	\$52,920	\$54,086
2	\$53,220	\$54,386
3	\$53,520	\$54,686
4	\$54,720	\$55,886
5	\$56,120	\$57,286
6	\$57,620	\$58,786
7	\$59,120	\$60,286
8	\$60,120	\$61,286
9	\$61,520	\$62,686
10	\$62,920	\$64,086
11	\$64,320	\$65,486
12	\$65,720	\$66,886
13	\$67,120	\$68,286
14	\$68,970	\$70,136
15	\$70,928	\$72,094
16	\$72,885	\$74,051
17	\$74,840	\$76,006

Salary Schedule
2025-2026 (Year 3)

Step	B	M
1	\$54,205	\$55,371
2	\$54,505	\$55,671
3	\$54,805	\$55,971
4	\$56,005	\$57,171
5	\$57,405	\$58,571
6	\$58,905	\$60,071
7	\$60,405	\$61,571
8	\$61,405	\$62,571
9	\$62,805	\$63,971
10	\$64,205	\$65,371
11	\$65,605	\$66,771
12	\$67,005	\$68,171
13	\$68,405	\$69,571
14	\$70,255	\$71,421
15	\$72,208	\$73,374
16	\$74,155	\$75,321
17	\$76,100	\$77,266

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.

The 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 rejection.

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

Michelle Miller-Kotula

Michelle Miller-Kotula
Fact-Finder
Washington, Pennsylvania

Issued: February 26, 2024