

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of the Impasse Between)	
Neshaminy Federation of Teachers, Local 1147)	
and)	Case No. Act 88-16-23-E
Neshaminy School District)	

Report and Recommendation

Appearances

For the Federation:

Marc L. Gelman, Esquire
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For the District:

Ellis H. Katz, Esquire
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Background

On August 16, 2016, the Pennsylvania Labor Relations Board (PLRB) appointed the undersigned as the fact-finder pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act (PERA) in the impasse between the Neshaminy Federation of Teachers, Local 1147 (Federation) and the Neshaminy School District (District) for the District’s full time and regular part-time professional employees. There are currently 613 full time-employees, who teach 8,400 students. The District has 10 buildings: six elementary, three middle school (grades 5-8) and one high school.

Neshaminy School District is one of 13 school districts in Bucks County. The District serves the following boroughs and townships which total approximately 69,000 residents: Hulmeville Borough, Langhorne Borough, Langhorne Manor, Lower Southampton Township, Middletown Township and Pennel Borough.

The District administration and its professional employees have worked together to create a successful academic program. In 2016, the graduation rate was 95%. After graduation, college attendance is high; 83% of the class of 2015 attend college.

The parties to this fact-finding have a long collective bargaining relationship. However, the past seven years of the relationship have been fraught with uncertainty and stress. The District had a CBA that ran from July 1, 2002 to June 30, 2008. The parties engaged in extensive and extremely difficult negotiations that led to the 2008-2015 CBA. The negotiations lasted from January, 2008 to June, 2013, with 68 bargaining sessions. That CBA was ultimately signed on June 13, 2013. During that five and one-half year period, there were two strikes, a fact-finding and non-binding arbitration. The just expired CBA was one-year contract from July 1, 2015 to June 30, 2016 that was signed on September 28, 2015.

In this round of negotiations, the parties have held eight (8) bargaining sessions with the help of William Gross, the Director of the Pennsylvania Bureau of Mediation. During these sessions, the parties have reached several Tentative Agreements.

As they were unable to reach an agreement on an entire agreement, the parties have jointly requested this fact-finding. The fact-finding hearing was on September 13, 2016 at the District's administrative offices. At that time, the parties were afforded a full opportunity to present testimony, cross examine witnesses and introduce documentary evidence in support of their positions. The parties presented extensive documentary evidence and reports as well as testimony.

In this fact-finding process, the legal representatives made excellent presentations supporting their clients' positions. The evidence was detailed, illuminating and highly relevant to this stage of their negotiations. The legal representatives gave me a very clear picture of the serious demands facing their respective clients.

In making the following recommendations, it is my objective to acknowledge the parties' positions but more importantly, to provide them with the basis for entire agreement that they can accept. There will be some particular recommendations the parties will not be inclined to accept. However, if they consider all of the recommendations as a whole, it is my intention that this entire report may be a pathway to a mutually agreeable labor contract.

Issues

The Federation has identified 23 outstanding issues. The District has identified 27 outstanding issues. When the issues involve the same sections of the CBA, I have tried to identify those occasions.

FEDERATION ISSUES IN DISPUTE

(1.) 5-1.2 GRIEVANCE PROCEDURE

The Federation proposes the changing the time for filing a grievance from a twenty (20) working-day period to thirty (30) calendar days.

The District, as part of a final settlement, can agree to this change.

Recommendation

Amend the CBA as proposed by the Federation.

(2.) 6-1.1 WAGES - BASIC SALARY SCHEDULE

Federation Proposal

The CBA currently has a salary schedule with 12 steps and nine (9) columns (Bachelors to Masters +30). The Federation proposes modifying the CBA as follows:

The amounts reflected on the basic salary schedules contained in the current CBA as Appendix A shall reflect the following wage increase at each step of the salary schedule:

2016- 3.25%
2017- 3.25%
2018- 3.00%.

The Federation's Rationale:

First, the Federation's members are in the seventh year of a period of nearly stagnant wages. For five years teachers' pay was frozen. Then they accepted the School District's proposed salary scale from the Council Rocks CBA with minimal increases.

The Federation contends that the District has the ability to pay. The Federation uses the District's own budgets to show that from 2011 to 2015, the District has consistently spent less actual funds than budgeted funds each year, approximately \$15 million less each year. This annual production of a surplus has led to net increases in the fund balance each year since 2011. Consequently, from 2011 to 2015, the Total Fund Balance has increased from \$16,152,660 to \$41,351,622.

The Federation points out that Moody's has given the District a Aa1 rating because of this strong reserve and its relation to annual revenues. The Fund Balance as a percentage of Revenues has grown from 12% in 2011 to 26.4% in 2015. The Fund Balance is the largest in Bucks and eastern Montgomery Counties.

The Federation presentation recognized that the increasing size of the fund balance is due to several factors such as closing schools and renting the space other entities, with the accompanying decrease in staff from 710 in February, 2008, to 602 in February, 2016.

The Federation also acknowledges that the fund balance is not all available for discretionary spending such as for wage increases. The District, following the guidelines of the Governmental Accounting Standards Board (GASB), divides the fund balance into three categories: Committed, Assigned and Unassigned. It is this "unassigned" fund balance that the Federation argues is a credible and fiscally sound source of funding a wage increase. This amount has grown from 2011 to 2015 by \$12,152,660 to \$17,129,174.

Furthermore, the Federation demonstrated that the District has traditionally not levied taxes to the maximum allowed by Act 1. The District has not increased taxes since 2009-10.

District Proposal

The District opposes the Federation proposal and instead proposes that there shall be no step or column movement for the term of the agreement. The columns marked B+12, M+16 and M+18 shall be eliminated with the understanding that any bargaining unit member who is on one of those deleted columns will be maintained on that column.

The District proposes salary increases as follows:

- Year 1: .25% on scale.
- Year 2: .25% on scale.
- Year 3: .50% on scale.

The actual distribution shall be by mutual agreement.

District's Rationale:

The base payroll from 2015-2016 is \$55,482,749. As a result, the District's proposal will result in the following additional expenses for salaries:

2016-2017:	\$138,706
2017-2018:	\$139,053
2018-2019:	\$278,802
Total	\$ 556,561

These figures are just for the base salary increases. If PSERS and other related costs (workers compensation and FICA) are included, the real cost of the District's proposal is significantly higher. For 2016-2017, there is an additional cost of \$1,195,119 for those related expenses. For 2017-2018 there is an additional cost of \$593,231 and for 2018-2019 there is an additional cost of \$413,283 for those related costs.

The District defends its proposal and opposes the Federation's proposal for two major reasons, the fiscal pressures it faces and its need to maintain wage comparability with other Bucks County school districts.

The fiscal pressures show up in five separate ways. The first fiscal pressure is the potential for a volatile state budget as exemplified by last year's historic impasse of a half-year. The District receives 25% of its revenue from State funding, which can only be applied towards basic education, special education, PlanCon reimbursement and certain block grants, among others. Without a state budget, the District must rely on its reserves.

The second fiscal pressure is the Act 1 Index constraint on the District's ability to spend. Act 1 places a limit on the amount the District can raise taxes without a referendum approved by voters. That gap is known as the Index. The Act 1 Index for 2016-2017 was 2.4% which generates \$2,750,771 to be available to pay for all District expenditures in its entire budget of \$178,999,077. The District's proposal will remove over five percent (5%) of that revenue just for bargaining unit member salaries without paying the additional obligations. The additional costs to pay for the salary increase (Workers Compensation, FICA, etc) are \$1,195,119. The cost of the increase would remove forty-eight per cent (48%) of the available revenue under the Index. According to the Pennsylvania Association of School Business Officials, the Pennsylvania Independent Fiscal Office (a nonpartisan agency of state government that provides revenue projections and budgetary analysis) has projected the Act 1 Index will be 2.2% for 2017-2018 and 2.5% for 2018-2019. Accordingly, the District's ability to generate tax revenues, even if it wishes to increase the tax burden on its community, is likely to be limited.

The third fiscal pressure is the annual obligation to PSERS. The District’s contribution rate for PSERS was 25.84% in 2015-2016 or \$7,168,371. For 2016-2017, the rate goes to 30.03% or an extra \$1,183,190. Thereafter, the rate is projected to increase as follows over the term of the new CBA, if there are no salary increases:

2017-2018: 32.04%, an extra \$581,272
 2018-2019: 33.27%, an extra \$389,306

The fourth fiscal pressure is the District’s spending for charter schools. In 2015-2016, the District spent \$2,683,046 on charter school tuition and has budgeted \$2,500,000 for payments in 2016-2017. The obligation alone is almost equal to the full amount of the revenue generated by the Act 1 Index.

The fifth fiscal pressure relates to tax burden and measure of wealth. The District has not raised real estate taxes since 2010-2011. However, among Bucks County school districts it had either the fourth or fifth highest real estate tax rate for the period from 2011-2012 to 2015-2016 and remains in the middle of the County for 2016-2017.

PDE’s measure of wealth is the Market Value/Personal Income Aid Ratio. The lower that number, the wealthier the district is viewed to be by the PDE and the smaller amount of state aid it will receive. A ranking of the Districts from wealthiest to poorest in Bucks County establishes that Neshaminy maintained its ranking as only the sixth wealthiest school district out of thirteen in the County, in both 2014-2015 and 2015-2016.

Accordingly, both in terms of tax effort and wealth, Neshaminy is in the middle of the rankings for Bucks County school districts. Yet, when Neshaminy’s salaries are compared to the other Districts in the county, Neshaminy is very competitive and will remain there with its current proposal.

The District’s second reason for its proposal is the need to maintain wage comparability with other Bucks County districts. The District points out that its proposed wage increases added to the scale would generate the following Master’s maximum Masters +30 salaries over the term of the CBA:

	Masters Max	M+30 Maximum
2016-2017	\$93,969	\$107,738
2017-2018	94,204	108,007
2018-2019	94,675	108,547

The District points out from the evidence of the settled contracts in Bucks County that the District would continue to pay competitive wages each year.

For 2016-2017, Neshaminy would rank seventh (7th) in the County for its Masters Max salary and would rank third (3rd) in the County for its Masters +30 Maximum Salary.

For 2017-2018, Neshaminy would rank fifth (5th) in the County for its Masters Max salary and would rank third (3rd) in the County for its Masters +30 Maximum salary.

For 2018-2019, Neshaminy would rank third (3rd) in the County for its Masters Max salary and would rank second (2nd) in the County for its Masters +30 Maximum Salary.

Discussion

The parties are far apart in their wage proposals. I have studied each side's proposals with these questions at the front of my mind: Will the wages be fair in light the experience and qualifications of each teacher, rate of inflation and comparability to similar nearby school districts? Will the District be able to pay the recommended wages without unfairly burdening taxpayers, depleting necessary budgetary reserves and setting up an unsustainable future fiscal structure?

In order to be fair to the employees, the wage increases that I am recommending are less than Federation proposes but more than the District proposes when columns and steps are included, as will be set forth in the salary schedule section below. The wage increases are lower than the Federation's proposal due to the low annual increases in the CPI that is part of our current economy. However, the wage increases will be enhanced by the recommendation to maintain the current columns and steps. The wage increases will make the teachers' base salaries competitive with the highest paid teachers at the Masters Max and Masters+30 salary.

The wage increases should not unfairly burden taxpayer, deplete budgetary reserves or set up a future fiscal structure that is unsustainable.

Recommendation

2016- 0.25% plus step
2017- 0.50% plus step
2018- step only

(3.) 6-1.3 CO-CURRICULAR SALARY SCHEDULES

The Federation proposes to increase the rate paid for co-curricular activities by the following percentages. The amounts reflected on the co-curricular salary schedules contained in the current CBA as Appendix D shall reflect the following wage increase at each step of the salary schedule:

2016- 3.25%
2017- 3.25%
2018- 3.00%.

The District opposes this level of increase, and has presented its own proposals 23-26 for this section of the CBA.. The District spent \$876,079 for co-curricular salaries in 2015-2016. The Federation's proposal would increase the costs to \$904,552 in the first year of the new CBA, \$933,949 in the second year and to \$961,968 in the third year. The District contends that these are significant increases and are not in line with the current CPI.

Discussion

The co-curricular rates remained unchanged from 2007-2008 to 2012-2013. The rates for 2013-14 were calculated by multiplying the 2012-13 rates by 0.5%. These 2013-14 rates then remained unchanged from 2013-2014 to 2016-2017 (4 years/includes current year). The Association has made a good case

for increasing the rate. However, the rate that I am recommending an increases that will be will be affordable to the District.

Recommendation

The increase in the co-curricular rates shall be as follows:

- 2016- 1.7%
- 2017- 0.00%
- 2018- 1.7%.

(4.) 6-3 PLACEMENT ON SCHEDULE

The Federation proposes replacing language currently found at Appendix A with this language:

6-3.8 Members of the bargaining unit receiving graduate credits that would allow horizontal advancement on the salary schedule shall, after submitting proof of earned appropriate graduate credits for purposes of horizontal movement, be reviewed for advancement on October 15th and March 15th. Credits evaluated as of October 15th shall be added to the annual salary for the current school year. Credits evaluated as of March 15th shall be awarded half-salary credit for the current school year and be added to the annual salary for the next school year. The half-year improvement shall be paid in a lump sum on the second pay period in April.

6-3.9 All bargaining unit members shall move up one (1) vertical step on the salary schedule on the first pay-period of the 2016-17, 2017-18 and 2018-19 school years.

Discussion

As stated above, the District has proposed no step or column movement for the term of the CBA. Steps in a salary schedule recognize employee experience. Column movement recognizes qualifications. I had addressed the step issue in the Wage section above (Federation Proposal 2). The issue of placement of the salary schedule is closely related to wages. It is my hope that the following recommendation will be seen as part of the wage issue and be understood by both sides as a way of moving forward for reaching an entire CBA.

Recommendation

The following language should replace the language in Appendix A of the current CBA):

Vertical step and horizontal movement for those eligible will be permitted for each year of the CBA. Members must submit proof of earned appropriate graduate credits for purposes of horizontal movement no later than October 15 of each year of the CBA. Compensation in accordance with the adjustment will be paid retroactively.

Also, I recommend that the parties accept the new salary schedules attached as Exhibit A to this Fact-Finding Report.

(5.) 6-4 TUITION REIMBURSEMENT

The Federation is seeking an increase in the maximum reimbursement of from Two Hundred Ninety Dollars (\$290.00) to five-hundred dollars (\$500) per course credit. The Federation is also seeking removal of language added to the 2008-2015 CBA that prohibits reimbursement for online courses.

The District opposes the proposal for an increase because it would be a 72% increase and not justified. As for the online course proposal, the District points out that the prohibition for reimbursing for online courses was just added in the 2008-2015 CBA.

Discussion

The amount for tuition reimbursement has remained the same since 2007. However, the increase proposed by the Federation would be a 72% increase. If it was in place for 2014-2015, the last year with available data for the tuition reimbursement requests, the proposal would have cost the District an additional \$196,965. An increase in the reimbursement rate is warranted. However, a more modest increase would be appropriate.

As for the proposal to eliminate the prohibition for reimbursement for online courses, since that prohibition is so new, it would make more sense to maintain it in the CBA to see what longer term effect the prohibition is having.

Recommendation

The rate will increase \$10 each year, so that the maximum reimbursement in 2016-2017 will be \$300, in 2017-2108 it will be \$310 and in 2018-2019 will be \$320. For online course reimbursement, maintain the CBA language as it is.

(6.) 6-7 HOMEBOUND INSTRUCTION

The Federation has proposed increases in the hourly rate for homebound instruction from \$24.00 to the following rates:

- Effective July 1, 2016, the hourly rate for homebound instruction shall be \$25.25.
- Effective July 1, 2017, the hourly rate for homebound instruction shall be \$26.50.
- Effective July 1, 2018, the hourly rate for homebound instruction shall be \$27.75.

Discussion

The District acknowledges that the rates have remained the same since 2007, but it opposes increases of this magnitude. A fair recommendation is to make the same increases in rates that I recommended for the co-curricular positions.

Recommendation

The homebound instruction positions' compensation should be increased by the following amounts:

2016- 1.7%
2017- 0.00%
2018- 1.7%.

(7.) 6-8 DEPARTMENT HEADS/LEAD TEACHERS

The Federation proposed increase the additional compensation for head/lead teachers from \$3,000 to the following amounts:

Effective July 1, 2016 - \$3,097.50.
Effective July 1, 2017 - \$3,198.00
Effective July 1, 2018 - \$3,294.00

Discussion

The District also acknowledges that these positions have not had their compensation changed since 2007. However, it points out that the proposed increases would be increases of 3.25%, 3.24% and 3.00%. It contends that the increases of that amount are not justified. A fair recommendation would be the same as was recommended for the co-curricular positions.

Recommendation

The compensation for the head/lead teachers should increase by the following amounts:

2016- 1.7%
2017- 0.00%
2018- 1.7%.

(8.) 6-9 WORKSHOPS

The Federation proposes increasing the hourly rate for curriculum workshops each year of the CBA from the current \$24.00 per hour to the following rates:

Effective July 1, 2016, \$25.25 per hour.
Effective July 1, 2017, \$26.50 per hour.
Effective July 1, 2018, \$27.75 per hour.

The Federation also proposes deleting the \$144.00 per day maximum

Discussion

The District acknowledges that the hourly rate has not changed since 2007. However, it points out that the Federation is seeking increases of 5.2%, 5% and 4.7%. It contends that the increases of that amount are not justified. The District does agree to delete the \$144 a day maximum. A fair recommendation would be the same as was recommended for the co-curricular positions.

Recommendation

The hourly rate for curriculum workshops is increased each year of the CBA by the following amounts:

2016- 1.7%
2017- 0.00%
2018- 1.7%.

The \$144 per day maximum is deleted from the CBA.

(9.) 6-10 SUMMER SCHOOL

The Federation is proposing increases in the hourly rate for teachers employed in the Elementary Summer School Academy, Secondary Summer School and all other Summer academic camps from \$21.88 to:

Effective July 1, 2016 - \$25.25.
Effective July 1, 2017 - \$26.50.
Effective July 1, 2018 - \$27.75.

Discussion

The District acknowledges that the hourly rate has not changed since 2007. However, it points out that the Federation is seeking increases that would be 15.4%, 5% and 4.7%. It contends that the increases of that amount are not justified. A fair recommendation would be the same as was recommended for the co-curricular positions.

Recommendation

The hourly rate for teachers employed in the Elementary Summer School Academy, Secondary Summer School and all other Summer academic camps is increased each year of the CBA by the following amounts:

2016- 1.7%
2017- 0.00%
2018- 1.7%.

(10.) 6-14 NURSES' EXTRA PAY

The Federation is proposing increases in the hourly rate for Nurses who agree to render additional time beyond the regular school year or the regular school day from \$24.00 to the following rates: :

Effective July 1, 2016 - \$25.25.
Effective July 1, 2017 - \$26.50.
Effective July 1, 2018 - \$27.75.

Discussion

The District acknowledges that the hourly rate has not changed since 2007. However, it points out that the Federation is seeking increases that would be 5.2%, 5% and 4.7%. It contends that the increases of that amount are not justified. A fair recommendation would be the same as was recommended for the co-curricular positions.

Recommendation

The hourly rate for Nurses who agree to render additional time beyond the regular school year or the regular school day shall be increased by the following amounts:

2016- 1.7%
2017- 0.00%
2018- 1.7%.

(11.) 7-1 LONG TERM PER DIEM SUBSTITUTES

The Federation proposes making the following language changes:

A Long Term Per Diem Substitute is an Employee who substitutes for an absent regular Employee for a ~~continuous~~ period of forty-five (45) days or longer during the school year when such Employee is on leave. The term of employment includes regular school days, in-service and conference days.

The Federation's rationale for eliminating the requirement of a "continuous" 45 day period of employment is its claim that the District has a long history of manipulating the days the substitute works. For example, the District pulls a substitute out of a class for one day and returns them to the classroom the following day to start the clock running anew. Sometimes the District does this on the 44th day. This manipulation saves the District money because until a teacher is a "long-term" substitute the teacher does not qualify for benefits.

The District responds that elimination of the word "continuous" creates a significant disruptive impact. Under the current language, substitutes who work less than forty-five (45) consecutive days are not considered Long Term Per Diem Substitutes and are not in the bargaining unit. There are, under the CBA, distinct economic advantages to the District if an individual does not have to be provided with contractual benefits. If the threshold is changed to just forty-five (45) days, the District would need to keep an individualized daily count on the number of days each substitute works throughout the year to make sure the forty-five (45) day threshold was not crossed.

Discussion

The Federation makes a claim that generates some sympathy. However, it is not clear how frequently the problem arises. The District's concerns outweigh the Federation's claim to the point where it does not justify making a change to the language. Furthermore, as seen below, the District has also proposed changes to the language that are also being recommended against adoption.

Recommendation

Retain the language in the current CBA.

(12.) 10-6 COMMITTEES

The Federation is proposing the addition of this new section to the CBA:

10-6.4 A “building professional development committee” consisting of an equal number of representatives appointed by the District and the Federation shall meet in each building on a regular basis as agreed upon by the committee members for the purpose of collaboration in determining staff needs in each building. The parties shall notify the other of the identity of their appointees no later than September 1st of the school year and the initial meeting of the committees shall take place no later than October 1st.

Discussion

The Federation points out that currently, the existence of committees in the District is inconsistent. Out of ten schools in the district, less than half have a Professional Development Committee. In the schools where it does exist, there is a committee comprised of teachers from different disciplines and the principal. The Federation argues that this proposal will establish some uniformity across the District for an idea that will benefit all the stakeholders in the school community.

However, the District makes several convincing points that Article 10-6 should not be modified. The District points out that this proposal attempts to reinstate language that is similar to language in the 2002-2008 CBA that was removed from the 2008-2015 CBA. Elimination of the “equal status” language that appeared in the 2002-2008 CBA was, from the District’s perspective, an important accomplishment in the 5-year negotiations that led the 2008-2015 CBA.

Also, the District points out that the language proposed has a number of ambiguities which can create disagreements. Under the proposal, the committee has to meet “on a regular basis as agreed upon by the committee members...” There is no definition of what constitutes a “regular basis” nor is there a method of resolving a tie vote since there is to be an equal number of representatives on the committee.

Recommendation

Make no changes to Article 10-6.

(13.) 10-11 PAID LEAVES OF ABSENCE

The Federation proposes making three changes to this section for paid leave of absences. The first is to add “grandchild” to the definitions of “immediate family” in section 10-11.1, “Illness in Immediate Family, Death in Immediate Family, Death of Near Relative.” The second is to increase the days of personal leave from two (2) days to three (3) days in section 10-11.2. The third is to delete section 10-11.3, which provided restrictions on the use of personal leave.

Discussion

As for the first proposed change, the District points out that the current CBA includes language for immediate family that tracks the definitions in Section 11-1154(b) of the Pennsylvania School Code concerning bereavement leave. Just as in the CBA, grandchildren were not referenced as either immediate family or a near relative. Act 86 of 2016, signed into law on July 13, 2016, made a number of changes to the School Code. One change was to add grandchild to the definition of near relative under Section 1154(b). The Federation's proposal seeks to take it one step further and add grandchild to the definition of immediate family.

As for the second proposed change, increasing personal leave from two (2) days to three (3) days a year, the Federation presented evidence of other nearby Districts with three (3) or more personal days. The District is concerned that if one-half of the bargaining unit took this added benefit then the District would be responsible for covering an additional 300 absences with substitutes. It is difficult to find substitutes; the District has a 73% fill rate overall. The proposal has the potential to exacerbate the problem.

As for the third proposal, deleting the restrictions on the use of personal leave, the Federation has not made a compelling case to change the restriction on this benefit. The current benefit causes the District some challenges with finding substitutes.

The District's objections to the Federations' proposed changes are understandable, but two of the proposals will be recommended in some form.

Recommendation

The new CBA should add "grandchild" to this section. Personal days should increase to three (3) days beginning in the 2018-2019 CBA. The language in section 10-11.3 shall be retained.

(14.) 10-21 NORMAL WORK DAY

The Federation proposes adding this language. "10-21.1(a) Instructional time for teachers of grades (5-12) shall not exceed one hundred thirty-five (135) consecutive minutes."

Discussion

The Federation points out that this proposal deals with practical problems teachers face: time is required to transition to the next period; there is switching of classrooms and there is the need to use restrooms and have a drink of water. The Association makes this proposal because in the 2015-2016 school year, the 5th grade was added to the configuration of the middle schools, making them grades 5-8 buildings. This caused many scheduling changes in the middle school matrix. As a result, some of the 5th grade certified staff were scheduled teaching assignments which far exceeded the proposed 135 minutes time frame.

The District opposes this because the Association's proposal would require the District to guarantee the amount of instructional time. The amount of instructional time is a management prerogative and any

attempt to restrict the District's rights with regard to instruction should be rejected. Also, forcing the District to guarantee a limit on consecutive teaching time would not take into account the District's need to have flexibility in scheduling for the benefit of both students and faculty.

The District's arguments are more persuasive. There will be no recommendation to add language.

Recommendation

There will be no language added to the section 10-21 of the CBA.

(15.) 10-22 NORMAL WORK YEAR

The Federation proposes the addition of this section:

10-22.4 The first day of school for professional staff shall be used for in-classroom preparation (or equivalent for teachers without a permanent classroom).

Discussion

The Association proposed the addition of this section to Article 10-22 because at the start of each teaching year there are many classroom setup tasks which must be accomplished before the students arrive. If the first day of school is encumbered for the teachers there is no time, except the teacher's personal time, to accomplish the creation of classroom environment. These tasks are compounded for staff who have moved classrooms or schools, have a new assignment, are traveling between multiple buildings, or are in a building that is undergoing renovation or construction. The Association cited experts who have written about the ways in which the classroom environment can enhance attitudes toward learning.

The District opposes the proposal because it seeks to mandate a particular use for a day in the school calendar. The PLRB has determined that the school calendar is a management prerogative. Montgomery County Community College, 15 PPER 15035 (Final Order, 1984), aff'd 16 PPER 16156. (CCP, 1985)

Also, the District points out that the proposal eliminates the District's flexibility to determine how InService days will be used. There are seven (7) InService days available in the calendar and currently two (2) of those seven (7) days are designated as part of the Professional Exchange Day Program. Accordingly, there are only five (5) InService days that the District controls. This proposal would reduce that to four (4) days. More time needs to be available so the District can schedule InService Programs and the District needs to retain the right to determine how best to utilize this time.

The Federation's proposals are understandable. However, because the length of the school year is a managerial prerogative, the District's reasons for opposing the change must be given more weight. Accordingly, there will be no language added to the section 10-22 of the CBA.

Recommendation

There will be no language added to section 10-22 of the CBA.

(16.) 10-28 PREPARATION PERIODS (ELEMENTARY)

The Federation proposes making several changes to this section.

The first change is to the caption, so that Elementary would be replaced with “Grades K-4” The Federation argues that this is clarifying language that will leave no room for misunderstanding.

The District opposes this because it continues to treat Grade 5 as part of the elementary configuration.

The second proposed change is at 10-28-1, para. 1, in which the Federation seeks to have the CBA give the teacher the discretion to take preparation time. The Federation demonstrated at least nine uses of prep time, including conferencing with students, setting up classrooms and consulting with administrators. The Federation argues that this proposal is necessary to prohibit unreasonable infringement by certain building principals on teacher preparation time. This would provide more consistency across the District. The District opposes the change, pointing out that an arbitrator’s award issued in 2013 concluded that this preparation time can be assigned by the District and is not teacher directed.

The third proposed change is at 10-28-1, para. 3, in which the Federation seeks to add this language to the CBA. “All certified staff of grades K-4 shall be granted four (4) unencumbered preparation periods per week, each of which shall be no less than forty-five (45) minutes and five (5) unencumbered preparation periods per week, each of which shall be no less than thirty (30) minutes.”

The fourth proposed change is at 10-28.4 in which the Federation seeks to require a half day of sick leave credit for all occurrences after two when an elementary teacher is required to remain in his or her classroom during what would otherwise be a preparation period. The Federation is making this proposal to motivate the District to do a better job of locating substitutes. When the District cannot find a substitute, teachers lose preparation time and the ability to do those important tasks mentioned above. The District opposes this because there is an inherent unfairness in the current language which will be exacerbated by the proposal. The credit of a half day of sick leave that amounts to 3.5 hours due to a loss of 45 minutes is already an inequitable exchange that will be expanded if the proposal is adopted.

Fifth, the Federation proposes new language at 10-28.4, “Adjustments to sick leave bank will be reflected in the Employee Access Center and will be credited to accrued sick leave in the first paycheck of the following school year.”

Discussion

This is a section of the CBA where the competing interests of the teachers and the administration come into sharp focus. It is obvious that prep time is an important part of the teacher’s day that enable teachers to enhance the education of the students in a myriad of ways. Prep time, however, has the potential to cost the District, either with a substitute or with a financial penalty when a substitute cannot be found. The recommendations below begin to address the teachers’ concerns when a teacher is required to remain in the classroom during preparation time.

Recommendation

These two provisions should be added to section 10-28.4:

“On the third and all subsequent occurrences during the same school year—one-half (1/2) day credited to accrued sick leave of affected teacher, beginning in the third year of the CBA.”

Immediately implement this addition to the Section 10-28.4: “Adjustments to sick leave bank will be reflected in the Employee Access Center and will be credited to accrued sick leave in the first paycheck of the following school year.”

The remainder of the language in the section should be retained as it is in the current CBA.

(17.) 10-29 PREPARATION PERIOD (SECONDARY)

The Federation proposes to replace the word “secondary” with the words “grades 5-12” in this section. This will enable treating teachers in grades 5-15 the same for preparation time purposes. The Federation seeks this change because with the grades 5-8 now together, it will help to have the 5th grade certified staff aligned to the scheduling matrix of the building.

The District opposes the proposal on the ground that the District does not recognize fifth grade as part of the secondary level. While fifth grade was moved to the middle level in 2015 it continues to have attributes of the elementary level. It sees this proposal as inconsistent with the structure of the District.

Recommendation

Make no changes in this section of the CBA.

(18.) 10-31.1 PREFERENCE SURVEY

The Federation proposes that the District make building assignments based on District seniority instead of determinations by building principals who will consider, but not be bound by employee preferences. The District opposes this proposal because the current language was added to the 2008-2015 as a result of five years of negotiations.

Discussion

This is a significant issue that was a major point of contention in the most recent negotiations. It would be difficult to expect the District to accept this as part of any new CBA.

Recommendation

Make no changes to this section of the CBA.

(19.) 14 DURATION OF AGREEMENT

14-1 The Federation proposes that the term of this Agreement shall be deemed to have commenced as of July 1, 2016 and shall continue in full force and effect up to including June 30, 2019. The District also proposes the same term.

Recommendation

The term of this Agreement shall be deemed to have commenced as of July 1, 2016 and shall continue in full force and effect up to including June 30, 2019

(20.) SERVICE INCENTIVE (new provision)

The Federation proposes a new section that is currently worded as follows:

The Federation and District mutually agree that the following incentive is to be offered to qualifying employees in their career and failure to retire under the following terms will result in a waiver of any rights or payments hereunder.

Section A
Monetary Component:

A retirement/severance incentive of seventeen and one-half percent (17.5%) of the employee's salary received for the last year worked shall be offered to each bargaining unit member for five (5) consecutive years following retirement/severance. Individual Employees must give notice by no later than March 1st of intent to retire and must retire no later than June 30th to receive the payment. The payment shall be made into a 403 (b) or HRA account. The notice of intent to retire can be withdrawn only due to marriage, divorce, birth, adoption of a child, death of spouse or qualifying dependent, starting or ending of a spouse employment or loss of substitute health coverage.

Section B
Health/Dental Insurance Participation

(1) All retirees and their families will be allowed to participate in all of the District's health/dental care insurance programs offered to members of this bargaining unit. Their contributions will be 100% of annual medical premium.

(2) Should any changes to the health care plans offered to active employees and their families occur, the District will offer the same plans to retirees and their families under the terms set forth in this article

(3) The funds advanced for the insurance health premium will be deducted from the employee's initial Service Incentive, if applicable. Thereafter, the annual premium for retirees who participate in the health/dental care option shall be withheld from their annual incentive payment if applicable.

District's Position

The District opposes the proposal for several reasons. It is captioned as an “incentive” but as it is proposed, it is a “benefit” since it permanently becomes part of the CBA. Typically, retirement incentives are offered only during a “window” so as to be a true incentive.

There are no minimum eligibility requirements. Accordingly, every member of the bargaining unit is eligible for the 5 year payment, which could lead to staggering costs.

The 2002-2008 CBA had, by way of a Memorandum of Agreement, a retirement incentive. That incentive was removed in the 2008-2015 CBA and remained removed in the 2015-2016 CBA. The District opposes reinstatement of a benefit so recently removed from the CBA.

The proposed monetary incentive is a modified version of an incentive offered to the support staff in their 2014-2018 CBA. But there were major differences, including that the support staff plan was a one-time only” offer ending in 2015. The incentive was in exchange for major concessions including the right to subcontract 52 positions.

Recommendation

I do not recommend including the proposal as it is currently worded. However, I suggest that the District seriously consider it. A retirement or service incentive has the potential to benefit both the employees and the District. But as it currently worded, there are a number of issues in the proposal that I believe are best resolved through collective bargaining.

(21.) APPENDIX B - GUIDELINES FOR PROFESSIONAL EXCHANGE DAYS

The Federation seeks to reduce the number of GIEPs needed to be drafted in order to receive one-half (1/2) of an exchange day. The Federation proposes modifications to the guidelines for professional exchange days so that staff who draft GIEPs will be treated more closely to the staff who draft IEPs and that both staff will be on the same grid. The Federation also proposes that “certified staff” replaces “special education teachers.” It also proposes removing the word “Elementary” from the kinds of school conferences which can count for exchange time and adding the activity of moving within a building due to construction/renovation as a basis for exchange time.

The District opposes reducing the number of GIEPs needed to be drafted in order to receive one-half (1/2) of an exchange day. The District has also made its own proposal concerning the reduction in GIEPs needed to be drafted.

The District does agree to two of the proposed changes: remove of the word “Elementary” from the kinds of school conferences which can count for exchange time and add the activity of “moving within a building due to construction/renovation” as a basis for exchange time.

Discussion

The parties’ proposals present an opportunity to make a recommendation that is a compromise of each side’s position. I recommend more GIEP drafts be done than the Federation wants but less than the District wants to be done in order to get the exchange day. That compromise will be reflected in

the new grid below. This section also presents the opportunity for making some minor changes to language that will provide a more readable document.

Recommendation

In the second bullet point under “Approved Activities,” change “Special Education Teachers” to “Certified Staff” and add “and GIEPs”.

On the intervals, change the grid to these ratios:

3 IEP/10 GIEP drafts	Half-Day (1/2)
6 IEP/26 GIEP drafts	One Day (1)
9 IEP/44 GIEP drafts	One and One-Half Days (1 1/2)
12+IEP/56 GIEP drafts	Two Days (2)

Delete the separate grid for GIEP on the bottom of page 11 and the top of Page 12 of the Federation’s proposal because there is no need for a separate GIEP grid.

Under “Other Qualifying Activities” remove the word “Elementary” from the kinds of school conferences that can be the basis for exchange time. Add the activity of “moving within a building due to construction/renovation” as a basis for exchange time.

(22.) APPENDIX D - CLASS SIZE AND TEACHING LOAD

The Federation proposes several changes. First is to add “without exception” to the class size numbers. The second is to decrease class size from 35 to 32 in grades 6-12. The third is to make even an increase of “one” student a violation of the class size rules. Finally, the Federation proposes the elimination of the category “Pre-First.”

The District’s Position

The first change seems to be an effort to eliminate the exception negotiated in the last round of bargaining for Schweitzer Elementary School. That was done as an MOU for the building where the learning support program was located. The MOU sunsetted on June 20, 2016. The second and third changes seek to reduce class size, which is a management prerogative. Finally, as for eliminating the category “Pre-First” the District does not oppose it, as it appears to be an editorial change of an obsolete term.

Discussion

Class size is a difficult and contentious issue. The parties addressed it in the last CBA after long negotiations. For the sake of stable labor relations it is not an opportune time to address it so soon after it was just resolved

Recommendation

Delete the category of Pre-First. Make no other changes to this section

(23.) UNAFFECTED PROVISIONS

The Federation proposes that, except for the proposed revisions above and any housekeeping updates, all provisions of the current CBA shall remain unchanged.

The District essentially agrees with this, stating that “unless changes are agreed upon, the provisions of just expired CBA remain.”

Recommendation

Unless changes are agreed upon, the provisions of the just expired CBA remain.

DISTRICT ISSUES IN DISPUTE

1. The District proposes that except as set forth below, the terms of the 2015-2016 Collective Bargaining Agreement remain unchanged.

Discussion

This is essentially the same issue as Federation Issue 22. Accordingly, the recommendation will be the same.

Recommendation

Unless changes are agreed upon, the provisions of the just expired CBA remain.

2. **ARTICLE VI - WAGES**

The District proposes that at 6-1.2 There will be a twelve (12) step salary schedule for all employees during the course of the Agreement.

Discussion

The District points out that this is merely an editorial change to reflect the reality of the current CBA, which has such a twelve (12) step schedule. The Federation has not proposed a change to the current CBA

Recommendation

I recommend that the parties accept the District's proposal.

3. **ARTICLE VI - WAGES**

PLACEMENT ON SALARY SCHEDULE

The District proposes that section 6-2 be amended so that there shall be no step movement or column movement during the term of this Agreement and that placement on the salary schedule shall be done accordingly.

The Federation opposes this.

Discussion

This issue was discussed above with Federation Proposals 2 and 4.

Recommendation

The District's proposal is not recommended. Retain the current language in this section.

4. **ARTICLE VI - WAGES**

6-3 REGULATIONS GOVERNING PLACEMENT ON SCHEDULE

The District proposes deleting Sections 6-3.1 to 6-3.5 as part of its proposal that there be no salary step movement or column movement. The Federation opposes this.

Discussion

Because of my recommendation above to maintain salary step movement and column movement, I am also recommending that this proposal not be accepted.

Recommendation

Retain the current language in this section.

5. **ARTICLE VI - WAGES**

6-4 TUITION REIMBURSEMENT

The District proposes that courses offered by third party vendors for others including, but not limited to, David Hall, Bob Randall Associates, Regional Training Center, Thom Stecher and Associates, and Canter and Associates will not be approved.

Discussion

The District is concerned about these “third party” courses, because payment to them add to the already significant costs spent for tuition reimbursement. In 2014-2015, the District spent \$271,081 for tuition reimbursement. The District has discovered that an industry has developed in which vendors offer courses that are affiliated with universities. Some of the courses do not qualify for graduate credit. The District wants to control the quality of the courses it is paying for.

Recommendation

Courses offered by third party vendors for others including, but not limited to, David Hall, Bob Randall Associates, Regional Training Center, Thom Stecher and Associates, and Canter and Associates will not be approved, beginning in the second year of the CBA.

6. **ARTICLE VI - WAGES**

6-12 WORKER’S COMPENSATION

The District proposes to replace the current language with a new process. Under the current CBA, a bargaining unit member on workers compensation receives full pay by being paid full sick pay and turning his/her workers’ compensation check to the District. However, despite the fact that sick leave is being used, there is no deduction from an employee’s sick leave accruals. The District wishes to institute the same procedure that was agreed upon in the support staff CBA whereby the bargaining unit member keeps the workers’ compensation check and receives one-third (1/3) of a sick day which combined equals full salary.

Recommendation

Make no change. Retain the current language.

7. **ARTICLE VII - LONGER TERM PER DIEM SUBSTITUTES**

7-1.2 The District proposes to limit the health care benefits for Long Term Per Diem Substitutes so that they would only be entitled to “single (employee only) health insurance” and shall not be eligible for tuition reimbursement and disability insurance.

In the 2015-2016 school year, the District had forty-five (45) positions that were considered Long Term Substitute positions. It spent \$69,948 on the benefits identified for exclusion in this proposal for individuals filling those positions.

Discussion

The District's savings is not negligible, but the benefit to each individual employee is significant in a way that makes the benefit an important feature of working in such a status. It should be retained.

Recommendation

The proposed change is not recommended. Retain the current language.

8. **ARTICLE VIII - INSURANCE AND RETIREMENT BENEFITS**

8-1.2 The District proposes that the new CBA have language replacing the "Blue Cross Personal Choice 20/30/70 plan" with "plans offered by the Consortium" and deleting the "base medical plan." The District also proposes to increase employee premium contributions from 16% in the first year to 18% as of July 1, 2016, 19% as of July 1, 2017 and 20% as of July 1, 2018.

Discussion

The District and the Federation now belong to the Montgomery and Bucks County Health Consortium. The Health Plan in the expired CBA, PC 20/30/70, is no longer offered by the Trust. The Trust, in July, 2016, switched to AETNA and the plans are now designated as follows: PC 20/30/70 was the base plan and has become Option Choice 2. PC 10/20/70 became Option Choice 1. Keystone POS became POS. The proposal simply notes that the health plans to be required by the CBA are those offered by the consortium.

As for the proposal to increase premium contributions, the recommendation will be less than the District is seeking but more than the Federation proposed.

Recommendation

Change the language as proposed by the District. As for the premium contributions, make no change in the first year, increase the premium in the second year to 17% and to 18% in the third year.

8-1.2(a) Excise Tax

The District proposes this language be added:

"The District and the Federation agree to jointly request that the Consortium provide the District and the Federation with information as to whether or not any of the health benefit plans offered by the District would be projected to incur or actually incur an excise tax, tax, or penalty, as the result of the implementation of the Patient Protection and Affordable Care Act ("ACA") on the District's health benefit plan.

In the event that it is determined and/or projected as of January, 2017 or any subsequent January that any of the health benefit plans offered by the District will incur excise taxes, taxes,

or penalties imposed on the Consortium or upon the District as the result of the health benefit plans exceeding the thresholds provided in the ACA, the District may withdraw from the Consortium if the Consortium fails to provide revised health benefit plan offerings that would be below the threshold limitations for such an excise tax or penalty. In the event that any new health benefit plans are offered, the parties shall apply the Employee premium share detailed in the collective bargaining agreement for health benefit plans. If, on the other hand, the Consortium fails to provide or approve such health benefit plans that are projected to cost less than any expected excise tax, tax, or penalty, the District will simultaneously, start the process to withdraw from the Consortium and initiate the process below.

If and when the Consortium advises the District that an excise tax, taxes, or penalties imposed as the result of the health benefit plans exceeding the thresholds provided in the ACA will be assessed and the District decides to withdraw from the Consortium, the parties will immediately meet and confer with a mutually agreed upon Benefit Consultant to redesign the Plan(s) to remain below the threshold of the tax. It is the parties' intent to make only the changes necessary to avoid the tax.

If there is a disagreement over plan design changes to meet that objective, the dispute will be submitted in expedited fashion to an arbitrator to decide. The parties will mutually agree upon the arbitrator or if they cannot agree, the arbitrator shall be selected through the Pennsylvania Bureau of Mediation.

The arbitrator shall choose either the Plan design offered by the District or the Federation with the proviso that the Plan must be below the tax threshold. The arbitrator may issue the award without a subsequent opinion. The Parties agree that the process of identifying a new plan, including any resulting arbitration, will be completed before the imposition of any tax, taxes, or penalties imposed as the result of the health benefit plans exceeding the thresholds provided in the ACA

This provision shall remain in effect even during any period of status quo.”

Recommendation

It is recommended that the new CBA include the above proposed language on the Excise Tax.

9. **ARTICLE VIII - INSURANCE AND RETIREMENT BENEFITS**

The District proposes deleting section 8-1.3, which now reads: “Each Employee shall have the right, as an alternative to participation in the plan described above, to elect to participate in either the Personal Choice 10/20/70 or the Keystone 15 S Plan (HMO), provided that those plans are available through the Bucks and Montgomery County Schools Joint Labor/Management Health Care Consortium.”

The District also proposes a language change the first three sentences of section 8-1.4 as follows: ***The HMO/POS plan of the Consortium shall be designated as the base plan.*** ~~These~~ ***The other plans offered by the Consortium*** will be buy-up plans. Employees electing ~~either a~~ buy-up plan will pay one hundred percent (100%) of the difference in cost between the buy-up plan and the base plan. The District agrees to pay the remaining premium cost for Employees

and their dependents for such plan, provided that Employees will first contribute the same percentage of the monthly premium of the base plan as subscribers to the base plan towards their health insurance coverage by payroll deduction in addition to the buy-up amount.

Recommendation

Delete section 8-1.3 as it is obsolete language because those plans do not exist.. Replace the first two sentences of Section 8-1.4 with this language: "The Open Choice 2 Plan or its equivalent will be designated as the base plan. Open Choice 1 or its equivalent is designated as the buy-up plan." In the third sentence of 8-1.4, replace "a buy-up plan" with "the buy-up plan."

10. **ARTICLE VIII - INSURANCE AND RETIREMENT BENEFITS**

8-5 PRESCRIPTION DRUG PLAN

The District proposes "The Plan shall include mandatory maintenance drugs mail order at a ninety (90) day copay of \$20/\$50/\$60."

Discussion

This proposal makes it mandatory to use mail order for maintenance drugs. The District's plan appears to benefit the District and the employees. The District estimates that it could save three percent (3%) of prescription costs based on claims history developed as a result of adding mandatory mail order to the support staff bargaining unit effective January, 2015. Also, mandatory mail order benefits the bargaining unit members because they are able to get a three-month prescription with a two-month co-pay.

Recommendation

It is recommended that the District's proposal be included in the new CBA.

11. **ARTICLE VIII - INSURANCE AND RETIREMENT BENEFITS**

8-6 VISION CARE PLAN

The District proposes adding the following:

"Employees will contribute the same percentage of the monthly premium towards their vision coverage by payroll deduction as they contribute towards the health insurance plan by payroll deduction."

Discussion

Vision is the only health care benefit for which employees do not pay a percentage of premium. This would make the benefit consistent with the others.

Recommendation

Include the District's proposal in the CBA.

12. **ARTICLE VIII - INSURANCE AND RETIREMENT BENEFITS**

8-14.3 VOLUNTARY RETIREMENT INCENTIVE

The District proposes this language change, with deletions as strike outs and additions as bold type. "Staff who applied for retirement prior to April 1, 2013 and were approved by Board action will remain eligible for the monetary and insurance benefits of that incentive. **For all others,** ~~the Voluntary Retirement Incentive shall ceased to exist April 2, 2013 effective upon ratification of the new Agreement,~~ and applicants for retirement in future years will not be eligible for that benefit."

Discussion

This proposal is editorial only as it simply seeks to update the language to reflect what actually occurred on April 1, 2013.

Recommendation

Include this modified language in the CBA. I also remind the parties of my suggestion in the Recommendations at Federation Proposal 20 to consider a retirement incentive for the new CBA.

13. **ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT**

10-10 EMPLOYEE INFORMATION

The District proposes striking out this language from 10-10.4 ~~"The Office of Human Resources shall inform affected Employees of changes in state laws and certification requirements relevant to them. Notices from governmental agencies affecting all Employees or specialized groups of Employees will be posted on bulletin boards throughout the District. Copies of all such information shall be forwarded to the Federation."~~

Discussion

The District argues that the current wording puts an unfair burden on the District to be up-to-date notifying employees of relevant state laws and certifications. This has the potential to be used against the District in the case of an employee facing discipline for failure to have their proper certification.

Recommendation

Make this deletion effective in the third year of the CBA.

14. **ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT**

MULTI-BUILDING ASSIGNMENTS

The District proposes modifying the language at 10-20.3 as follows:

Employees assigned to two (2) or more schools **buildings** will be provided ~~one (1) period~~ **double the miles in minutes** for travel in addition to one (1) preparation period. **Example: if the distance between two assigned buildings is ten miles, the Employee will be given twenty minutes for travel. There will be no travel time for assignments within a school campus such as Sandburg and Schweitzer.**

Discussion

This proposal seeks to address the fact that there are four schools that are attached to each other:

Carl Sandburg Middle School and Albert Schweitzer Elementary School, and Poquessing Middle School and Ferderbar Elementary School. Under the current language, even though the schools are attached, bargaining unit members are entitled to one period for travel because the current language speaks to “schools” regardless of whether they are attached. The current language, the District submits, is not reasonable.

The proposed language sets forth a specific formula for preparation time and treats attached schools as one building. Currently, there are ten (10) staff who travel between the attached buildings and eleven (11) staff who travel between other buildings. The proposed change will impact a small number of bargaining unit members.

Even though the impact is on a small number of staff members, the impact on them is significant.

The Federation has set forth in its binder various examples of the kind of benefits that now flow from this provision. There would be detrimental consequences if it was eliminated. For that reason, the language should not be changed.

Recommendation

The proposed modification will not be recommended. Retain the language in the current CBA.

15. ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT

10-29 PREPARATION PERIODS (SECONDARY)

The District proposed the following changes in bold: Employees at the secondary level shall be granted five (5) preparation periods per week. When possible, these periods shall be scheduled one (1) each day. **Any bargaining unit member who is assigned more than twenty-five (25) instructional periods in accordance with Appendix D, Teaching Load, shall receive an additional one-half (½) hour per day of unencumbered preparation time during the work day.**

In addition to the five (5) preparation periods per week, an additional team teaching meeting per week will be scheduled for special education teachers at the high school level only, and where possible and at the sole discretion of the building Administrator, the meeting period shall be common to all special education teachers. The time of such meetings shall be used exclusively to communicate on student problems and their progress or educational developments in the area of special education.

Recommendation

The proposal is not recommended. Retain the language in the current CBA.

16. **ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT**

10-32.3 VOLUNTARY TRANSFERS BETWEEN BUILDINGS

The District proposed deleting this section.

Recommendation

The proposal is not recommended. Retain the language in the current CBA.

17. **ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT**

10-32.4 MID-YEAR VOLUNTARY TRANSFERS

The District proposed deleting this section.

Recommendation

The proposal is not recommended. Retain the language in the current CBA.

18. **ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT**

10-32.5 INVOLUNTARY TRANSFERS BETWEEN BUILDINGS

The District proposed deleting this section.

Recommendation

The proposal is not recommended. Retain the language in the current CBA.

19. **ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT**

TRAVEL ALLOWANCE – MILEAGE AND MENTOR COMPENSATION

10-39.3 The District proposes language modifications to this section.

Recommendation

The proposal is not recommended. Retain the language in the current CBA.

20. ARTICLE XIV - DURATION OF AGREEMENT

The District proposes that section 14-1 be amended to read as follows: "The term of this Agreement shall be deemed to have commenced as of July 1, ~~2015~~ **2016, unless otherwise provided**, and shall continue in full force and effect up to including June 30, ~~2016~~ **2019.**"

Discussion

To be consistent with the recommendation to Federation proposal 19 above, the following recommendation is made:

Recommendation

The term of this Agreement shall be deemed to have commenced as of July 1, 2016 and shall continue in full force and effect up to including June 30, 2019

21. APPENDIX A – SALARY SCHEDULES

The District proposed no step movement or column movement for the term of the CBA, as well as the elimination of three columns. The District also proposed salary increases of: year 1- .25% on scale; year 2 - .25% on scale and year 3-.50% on scale. As discussed above, the Recommendation at Federation Proposals 2 and 4 addresses these proposals.

Recommendation

The District's proposal is not recommended. The columns will remain as they are in the current CBA.

22. APPENDIX B – GUIDELINES FOR PROFESSIONAL EXCHANGE DAYS

The District proposes modifying the ratio of IEP/GIEP in the grid for number of drafts to be completed to obtain exchange days. This issue was addressed above in Federation proposal 21. Those recommendations will be recommended here as well.

Recommendation

The District's proposal is not recommended. The recommendations made to Federation proposal 21 are recommended here.

23. **APPENDIX C - CO-CURRICULAR SALARY SCHEDULES**

The District proposes that for the term of the Agreement the co-curricular salary schedules shall remain at the 2015-2016 rates. The Federation, at its Proposal 3, proposed increases in the rates. This fact-finder addressed the issue in the recommendation to Federation Proposal 3.

That
same recommendation will be made here.

Recommendation

The increase in the co-curricular rates shall be as follows:

2016- 1.7%
2017- 0.00%
2018- 1.7%.

24. **APPENDIX C - CO-CURRICULAR SALARY SCHEDULES**

D. HIGH SCHOOL INTRAMURALS

The District's proposal seeks to maintain the compensation at current levels. It also proposes deleting the minimum and maximum sessions for which participating teachers can be paid. Again, this issue was addressed above in the recommendation to Federation Proposal 3. That same recommendation will be made here.

Recommendation

The District's proposed deletion of language is not recommended. The increase in the co-curricular rates in this section shall be as follows:

2016- 1.7%
2017- 0.00%
2018- 1.7%.

25. **APPENDIX C - CO-CURRICULAR SALARY SCHEDULES**

K. MIDDLE SCHOOL INTRAMURALS

The District's proposal seeks to maintain the compensation at the current amounts for the term of the new CBA. It also seeks to delete the number of minimum sessions and maximum sessions.

Again, this issue was addressed above in the recommendation to Federation Proposal 3. That same recommendation will be made here.

Recommendation

The District's proposed deletion of language is not recommended. The co-curricular rates in this section shall be increased as follows:

2016- 1.7%
2017- 0.00%
2018- 1.7%.

26. **APPENDIX C - CO-CURRICULAR SALARY SCHEDULES**

- L. HIGH SCHOOL**
- M. MIDDLE SCHOOL**
- N. DISTRICT MUSIC FESTIVALS/PROGRAMS**

The District's proposal seeks to maintain the compensation at the current amounts for these co-curricular positions for the term of the new CBA. Again, this issue was addressed above in the recommendation to Federation Proposal 3. That same recommendation will be made here.

Recommendation

The District's proposal to maintain compensation at the current level is not recommended. The co-curricular rates in this section shall be increased as follows:

2016- 1.7%
2017- 0.00%
2018- 1.7%.

27. **APPENDIX D - CLASS SIZE AND TEACHING LOAD**

Class Size

The District proposed extending a one year Memorandum of Understanding that provided an exception to the class size limits set forth in Appendix E for the Schweitzer Elementary School for 2015-2016. The District proposed to extend it to "any school where the full time learning support program for the elementary level is located."

Discussion

By its terms, that MOU has expired and it does not clear at this time that there is a benefit to extending the MOU to other locations.

Recommendation

The District's class size proposal is not recommended.

Teaching Load

The District proposes adding a provision that would give it the right to schedule for six periods in its current bell configuration for Grades 6-12. The proposal is similar to many surrounding districts in which secondary teachers exchange a duty for a teaching period. The concept of a six period schedule has the potential to benefit teachers as well as the District. However, because it is a significant change and because it could significantly affect working conditions, it would be better for the parties to negotiate the issues around the concept rather than this fact-finder making a recommendation.

Recommendation

The District's teaching load proposal is not recommended.

Furloughs

The District proposes the following language, "During the period from July 1, 2016 to June 29, 2019, there shall be no furloughs of bargaining unit members as direct result of the assignment of additional periods."

Discussion

One of a number of constraints the Federation placed on the District if it were to consider the District's proposal concerning Teaching Loads was a no furlough provision. However, in light of there being no recommendation for a teaching load provision, this provision too will not be recommended.

Recommendation

The District's furlough proposal is not recommended.

Conclusion

All Other Matters

Any agreements mutually made that are not specifically addressed in this Report are recommended to be included, as agreed upon, in the new Collective Bargaining Agreement.

September 24, 2016
Harrisburg, Pennsylvania

Thomas P. Leonard, Esquire
Fact-Finder

APPENDIX A
SALARY SCHEDULES

2016-2017 SALARY SCHEDULE

Step	B	B+12	B+24	B30/M/MEQ	M+6	M+12	M+18	M+24	M+30
1	44,580	49,038	53,497	55,726	57,957	60,184	62,415	64,642	66,872
2	45,724	50,296	54,869	57,156	59,442	61,727	64,015	66,300	68,585
3	48,538	53,219	57,898	60,235	62,575	64,910	67,247	69,583	71,917
4	51,522	56,311	61,093	63,482	65,870	68,258	70,643	73,026	75,411
5	54,690	59,584	64,466	66,906	69,343	71,776	74,210	76,642	79,073
6	58,056	63,046	68,025	70,512	72,994	75,479	77,958	80,439	82,916
7	61,626	66,710	71,780	74,313	76,842	79,369	81,896	84,421	86,944
8	65,417	70,584	75,742	78,318	80,890	83,463	86,032	88,601	91,166
9	69,441	74,687	79,923	82,539	85,154	87,767	90,377	92,987	95,595
10	73,713	79,027	84,336	86,989	89,640	92,292	94,941	97,590	100,238
11	78,246	83,619	88,991	91,678	94,364	97,050	99,737	102,421	105,109
12	80,203	85,708	91,216	93,969	96,724	99,476	102,230	104,982	107,738

Vertical step and horizontal movement for those eligible will be permitted for the 2016-2017 school year. Members must submit proof of earned appropriate graduate credits for purposes of horizontal movement no later than October 15, 2016. Compensation in accordance with the adjustment will be paid retroactively.

2017-2018 SALARY SCHEDULE

Step	B	B+12	B+24	B30/M/MEQ	M+6	M+12	M+18	M+24	M+30
1	44,803	49,283	53,765	56,005	58,246	60,485	62,727	64,965	67,206
2	45,953	50,548	55,143	57,441	59,739	62,036	64,335	66,632	68,928
3	48,781	53,485	58,188	60,536	62,888	65,234	67,583	69,930	72,277
4	51,780	56,593	61,399	63,800	66,200	68,600	70,996	73,391	75,788
5	54,964	59,882	64,788	67,240	69,690	72,135	74,581	77,025	79,469
6	58,346	63,361	68,365	70,864	73,359	75,857	78,348	80,841	83,330
7	61,934	67,044	72,139	74,685	77,226	79,766	82,306	84,843	87,379
8	65,744	70,937	76,121	78,710	81,294	83,880	86,462	89,044	91,622
9	69,788	75,061	80,323	82,952	85,580	88,206	90,829	93,452	96,073
10	74,081	79,422	84,758	87,424	90,088	92,754	95,415	98,078	100,739
11	78,637	84,037	89,436	92,136	94,836	97,535	100,235	102,934	105,635
12	80,604	86,136	91,673	94,439	97,208	99,973	102,741	105,507	108,276

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