



**Term (1.01)**

Because of the fiscal uncertainties facing school districts today a long term contract is not recommended at this time.

*Recommendation:*

That the following language be incorporated into the contract:

1.01 Term

The term of this Agreement shall be from September 1, 2011 to August 31, 2015.

**Bargaining Agent (2.00)**

The current contract language regarding Article II - Recognition and Bargaining Agent Activities, Section 2.00, Bargaining Agent, is as follows:

2.00 Bargaining Agent

The Employer recognizes the Bargaining Agent as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of all employees in the unit as certified under PERA R-399-C dated December 16, 1970. (Hereinafter the "Employee" or "Employees" depending upon the context). The parties agree that they shall each meet upon the call of the other at reasonable times to discuss recommendations presented by either or both of the parties. Any decisions or determinations on matters so discussed shall remain with the Employer and the decision of the Employer shall be deemed final on any issue or issues raised.

The party requesting a meeting of the representatives of the Bargaining Agent and the Employer shall provide written notice of and the agenda of such session to the Secretary of the Employer or the Bargaining Agent, whichever is appropriate.

*Recommendation:*

That the above language shall be replaced with the agreed upon language, which reads as follows:

The Employer recognizes the Bargaining Agent as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of all employees in the unit as certified under PERA R-399-C dated December 16, 1970 (hereinafter the "Employee" or "Employees" depending upon the context). The parties agree that they shall meet upon the call of the other at reasonable times to discuss recommendations presented by either or both parties, but not less than quarterly. Any decisions or determinations on matters so discussed shall remain with the Employer and the decision of the Employer shall be deemed final on any issue or issues raised.

The party requesting a meeting of the representatives of the Bargaining Agent and the Employer shall provide written notice of the agenda of such session to the Superintendent's Secretary or the Bargaining Agent, whichever is appropriate.

**Membership Dues Deduction (2.01)**

The current contract language regarding Article II - Recognition and Bargaining Agent Activities, Section 2.01, Membership Dues Deduction, Section 2.01, A., reads in pertinent part, as follows:

- A. The Employer shall deduct from the wages of those Employees who so authorize such deductions by a proper and lawful written authorization only the membership dues established by the Bargaining Agent.

*Recommendation:*

That the above language shall be replaced with the agreed upon language, which reads as follows:

- A. The Employer shall deduct from the wages of those Employees who so authorize such deductions by a proper and lawful written authorization by the membership dues amount established by the Bargaining Agent.

**Membership Dues Deduction (2.01)**

The current contract language regarding Article II - Recognition and Bargaining Agent Activities, Section 2.01, Membership Dues Deduction, Section 2.01, D., reads in pertinent part, as follows:

- D. To be effective the authorization must be submitted by October 1st. For the convenience of the Employees, the Employer shall make authorized deductions for twenty (20) consecutive pays in as nearly equal amounts as reasonably convenient. Deducted amounts shall be remitted to the Bargaining Agent promptly after deductions are effected.

While the parties recognize that not all Employees may desire to have the same amount deducted from wages, the Employer shall not be obligated to deduct more than four (4) different amounts from Employee's wages.

*Recommendation:*

That the above language shall be replaced with the agreed upon language, which reads as follows:

- D. To be effective the authorization must be submitted by October 1st. For the convenience of the Employees, the Employer shall make authorized deductions for twenty (20) consecutive pays in as nearly equal amounts as reasonably convenient. Deducted amounts shall be remitted to the Bargaining Agent promptly after deductions are effected.

**Membership Dues Deduction (2.01)**

New language was proposed for Article II - Recognition and Bargaining Agent Activities.

*Recommendation:*

That the new agreed upon language shall be placed into Article II - Recognition and Bargaining Agent Activities, Section 2.01, Membership Dues Deduction, as new section "G." That language shall read as follows:

- G. The District will also provide for the payroll deduction of voluntary contribution to the PSEA Political Action Committee for Education (PACE).

**Bargaining Agent Activities (2.02)**

The current contract language regarding Article II - Recognition and Bargaining Agent Activities, Bargaining Agent Activities, Section 2.02, in the first paragraph reads in pertinent part, as follows:

The Employer, to the extent the same shall not unreasonably interfere with operation of the Employer's school system, shall, upon the Bargaining Agent's written request, grant up to six (6) Employee days off with pay each school year to attend any official Bargaining Agent activities, such as, but not limited to, preparation for and attendance at grievance proceedings under the provisions of this Agreement. The Bargaining Agent shall use reasonable efforts to minimize the need to seek released time from classroom duties.

*Recommendation:*

That the above language shall be replaced with the agreed upon language, which reads as follows:

The Employer, to the extent the same shall not unreasonably interfere with operation of the Employer's school system, shall, upon the Bargaining Agent's written request, grant up to six (6) Employee days off, in increments not less than ½ days unless otherwise authorized by the Superintendent, with pay each school year to attend any official Bargaining Agent activities, such as, but not limited to, preparation for and attendance at grievance proceedings under the provisions of this Agreement. The Bargaining Agent shall use reasonable efforts to minimize the need to seek released time from classroom duties.

**Use of Facilities (2.03)**

In place of Article II - Recognition and Bargaining Agent Activities, Bargaining Agent Activities, Section 2.03, Section 2.04 and Section 2.06, the parties have agreed to the following language:

- 2.03 Employees shall be permitted to use, for Bargaining Agent purposes, the bulletin boards in the school faculty lounge, the intra-mail service, and the school mailboxes, provided application is made to the Superintendent.

The Employer will recognize the right of the Bargaining Agent to communicate timely information to its members. In addition, the Employer recognizes the right of the Bargaining Agent to conduct meetings on school property other than during the scheduled student day.

The Bargaining Agent shall be given time during the initial faculty meeting in August or September to address the membership.

A position on the agenda shall be provided for an officer of the Bargaining Agent in connection with the orientation program for new teachers.

**Bargaining Agent Visitation (2.05)**

In place of Article II - Recognition and Bargaining Agent Activities, Bargaining Agent Visitation, Section 2.05, the parties have agreed to the following language:

- 2.05 The Employer shall permit an Officer or the Grievance Chair of the Bargaining Agent to carry out Bargaining Agent duties and visit school buildings during lunch periods, before and after the school day, during preparation time or on Bargaining Agent approved leave as described in section 2.02 to investigate working conditions, Employee complaints or problems, or for other purposes relating to Bargaining Agent affairs, provided such visits do not interrupt Employees in the performance of their duties and notification is made regarding the leaving and entering of buildings at the building principal's office. Anything to the contrary notwithstanding, no business of the Bargaining Agent shall take place during assigned duties.

*Recommendation:*

That Section 2.05 of the contract be replaced with the above agreed upon language of the parties.

**Association Meeting Rights (2.06); Bargaining Agent's President's Duties (2.07) and Induction Program (2.08)**

The parties have agreed that these sections have either been eliminated or are now part of the new wording of Section 2.03.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Sabbatical Leave (3.00)**

In place of Article III - Leave of Absence, Section 3.00, Sabbatical Leave, the parties have agreed to the following language:

3.00 Sabbatical Leave

Sabbatical leave shall be granted to Employees in accordance with the sabbatical leave provisions of the Pennsylvania Public School Code of 1949, as amended. Salaries payable during a sabbatical leave for professional development shall be one half (1/2) salary. Salary is defined as the amount the Employee would have received during that time if he/she had not been on sabbatical.

Employees granted a sabbatical leave for professional development shall be eligible for tuition reimbursement for a maximum of 12 graduate credits. Employees must maintain full-time student status during a sabbatical for the purpose of professional development.

To be eligible for a sabbatical leave for professional development, an Employee must submit a detailed written plan of academic research/studies to the Superintendent for approval. If the plan is approved, the Employee must follow the outlined plan.

*Recommendation:*

Incorporate the parties agreed upon changes.

### **Personal Leave (3.01)**

In place of Article III - Leave of Absence, Section 3.01, Personal Leave, the parties have agreed to the following language:

#### 3.01 Personal Leave

Each Employee shall be allocated three (3) days of absence with pay during each school year during the term of this contract for personal reasons (personal leave) in the manner hereinafter set forth. Employees with an effective start date after the start of the school year will receive personal days pro-rated to the number of days working in their first year. Personal days may be accumulated to a maximum of five in any given year. At the conclusion of each school year, any employee who has in excess of five (5) unused personal leave days remaining shall have their days in excess of five (5) personal leave days converted to sick days. Employees resigning or retiring before the end of the school year will have their personal days pro-rated back according to the number of days worked in their last school year. An adjustment in their final pay will be made as needed.

*Recommendation:*

Incorporate the parties agreed upon changes.

### **Requests and Control of Personal Leave (3.02)**

In place of the first paragraph of Article III - Leave of Absence, Section 3.02, Requests and Control of Personal Leave, the parties have agreed to the following language:

#### 3.02 Requests and Control of Personal Leave

Employees shall request personal leave in writing at least five (5) days prior to the date of the leave desired on an electronic form to be provided by the Employer and available electronically. The Employer may waive the five (5) day period aforesaid, if, in the Employer's sole discretion, the Employee was unable to comply with said five (5) day requirement because of an emergency beyond the Employee's control. The form shall be dated, shall clearly designate the day or days for which the absence is requested and shall be signed by the Employee making the request.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Pregnancy Disability Leave (3.03) and Parenting Leave (3.04)**

The parties have agreed that Article III - Leave of Absence, Section 3.03 and 3.04 shall be subsumed within new language in Section 3.07, Sick Leave, (new Section 3.05)

**Sick Leave (old § 3.07 now new § 3.05)**

In place of Article III - Leave of Absence, Section 3.07, Sick Leave, the parties have agreed to the following language which shall be Section 3.05 and shall read as follows:

Each Employee shall be entitled to ten (10) days of sick leave in each year of the Agreement in accordance with the provisions of the Public School Code of 1949, as amended. Of the ten (10) days of sick leave granted per year, two (2) days of sick leave may be used to care for ill family members (defined as spouse, children or parents) living in the Employee's household. In any given contract year, no more than two (2) days of sick leave may be used to care for ill family members.

Employees with an effective start date after the start of the school year will receive sick days according to the number of days worked in their first year.

Employees resigning or retiring before the end of the school year will have their sick days pro-rated back according to the number of days worked in their last school year. An adjustment in their final pay will be made as needed.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Childbearing and Childrearing Leave (New § 3.07)**

The parties have agreed that Article III - Leave of Absence, Section 3.07, Childbearing and Childrearing Leave shall read as follows:

3.07 Childbearing and Childrearing Leave

Childbearing/childrearing leave will be limited to that which is permitted by the Family Medical Leave Act (FMLA). Employees may request an extension of unpaid leave of up to one (1) year. The Employee shall make a written request for said leave sixty (60) days prior to the commencement of such unpaid leave. This request shall state the commencement and the termination date for the requested leave. Should the termination date be within two (2) weeks of the end of the marking period, the Employee shall be assigned for that time period at the sole discretion of the Superintendent. While on leave, the Employee shall be eligible to participate in all fringe benefits at no cost to the Employer. Upon return from leave, unless within the two (2) week period prior to the end of the marking period, a reasonable effort will be made to return the Employee to his/her assignment prior to leave.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Sick Leave Pool (3.08)**

The District has raised the concern that issues have arisen regarding the manner in which the Sick Leave Pool has allocated days. While benefit of an efficiently run Sick Leave Pool is not questioned, there is concern that the District does not wish to be placed between individuals who may not wish to participate and those who express need. In view of this, the following recommendation is made.

*Recommendation:*

The Association shall be responsible for assuring the internal fairness of allocation of Sick Leave Pool days. In this regard, the Association shall determine the relative merits of the request and report to the proper District administrator, which bargaining unit member has requested the days from the Sick Leave Pool and which bargaining unit members have contributed those days. The District shall not be responsible for the proper aggregating and allocation of Sick Leave Pool days.

**Classifications and Rates of Pay (4.00)**

4.00 Classifications and Rates of Pay

The current economic climate and the fiscal constraints facing school districts today are unprecedented. Compounding this situation is the effect of Act 1 on the ability of a district to raise revenues and the decreased market values of real property, the primary source of tax revenues for a school district. Districts are faced with the syphoning of tax dollars from its general funds by charter schools. Increased health care costs and, in addition, districts are facing a looming crisis presented by the expanding costs of PSERS. While this is certainly not the fault of the Association or the District, it is the current situation in which we find ourselves.

There is a need to exercise some fiscal restraint until the economic horizon at the school district level begins to look brighter. It is not hyperbole to say that the nation's educational system is under extreme duress. These challenges require innovative approaches to bargaining. The salary recommendations must be seen in tandem with the health care recommendations as part of a "package" that, hopefully, will lead to a contract.

*Recommendation:*

The recommendations for the salary schedules for the three years of this contract are set forth below:

Annville-Cleona School District  
Salary Schedule  
2012-2013\*

<u>To Top</u>	<u>Step</u>	<u>B</u>	<u>B+24</u>	<u>Masters</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M+48</u>
17	1	\$42,226	\$43,897	\$46,454	\$48,392	\$50,331	\$52,269	\$54,207

16	2	\$42,533	\$44,197	\$46,754	\$48,692	\$50,631	\$52,569	\$54,507
15	3	\$42,840	\$44,497	\$47,054	\$48,992	\$50,931	\$52,869	\$54,807
14	4	\$44,122	\$45,797	\$48,354	\$50,292	\$52,231	\$54,169	\$56,107
13	5	\$45,404	\$47,097	\$49,654	\$51,592	\$53,531	\$55,469	\$57,407
12	6	\$46,687	\$48,397	\$50,954	\$52,892	\$54,831	\$56,769	\$58,707
11	7	\$47,969	\$49,697	\$52,254	\$54,192	\$56,131	\$58,069	\$60,007
10	8	\$49,251	\$50,997	\$53,554	\$55,492	\$57,431	\$59,369	\$61,307
9	9	\$50,754	\$52,497	\$55,054	\$56,992	\$58,931	\$60,869	\$62,807
8	10	\$52,257	\$53,997	\$56,554	\$58,492	\$60,431	\$62,369	\$64,307
7	11	\$53,761	\$55,497	\$58,054	\$59,992	\$61,931	\$63,869	\$65,807
6	12	\$55,264	\$56,997	\$59,554	\$61,492	\$63,431	\$65,369	\$67,307
5	13	\$56,767	\$58,497	\$61,054	\$62,992	\$64,931	\$66,869	\$68,807
4	14	\$58,270	\$60,197	\$62,754	\$64,692	\$66,631	\$68,569	\$70,507
3	15	\$59,773	\$61,897	\$64,454	\$66,392	\$68,331	\$70,269	\$72,207
2	16	\$61,277	\$63,597	\$66,154	\$68,092	\$70,031	\$71,969	\$73,907
1	17	\$62,780	\$65,297	\$67,854	\$69,792	\$71,731	\$73,669	\$75,607
Top	18	\$64,283	\$66,997	\$69,554	\$71,492	\$73,431	\$75,369	\$77,307

\* There will be no horizontal or vertical movement during 2012-2013.

Annville-Cleona School District  
Salary Schedule  
2013-2014\*

<u>To Top</u>	<u>Step</u>	<u>B</u>	<u>B+24</u>	<u>Masters</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M+48</u>
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1	17	\$62,780	\$65,297	\$67,854	\$69,792	\$71,731	\$73,669	\$75,607
Top	18	\$64,283	\$66,997	\$69,554	\$71,492	\$73,431	\$75,369	\$77,307

\* Column movement will resume at the beginning of the school year. All bargaining unit members who were denied column movement at September 1, 2012, as well as any bargaining unit member who became eligible for column movement during the 2012-2013 school, will be eligible for column movement. All bargaining unit members will move one step at the 13<sup>th</sup> pay period.

Annville-Cleona School District  
Salary Schedule  
2014-2015\*

<u>To Top</u>	<u>Step</u>	<u>B</u>	<u>B+24</u>	<u>Masters</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M+48</u>
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Top	18	\$64,283	\$66,997	\$69,554	\$71,492	\$73,431	\$75,369	\$77,307

\* Column movement remains in effect and all bargaining unit members will move one step at the 13<sup>th</sup> pay period.

**Payment (4.01)**

*Recommendation:*

It is recommended that payments be made bi-weekly.

**Employee Records (4.03)**

The parties have agreed that Article IV - Wages and Working Conditions, Section 4.03, Employee Records, shall read as follows:

4.03 Employee Records

- A. An Employee shall have the right upon request to the Superintendent to review the contents of his/her personnel file and to receive one copy of each item contained therein. An Employee shall be entitled to have a representative of the Bargaining Agent accompany him during such review. A representative of the Human Resource Department will also be present during the review.
- B. No material derogatory to an Employee's conduct, service, character or personality shall be placed in his/her personnel file unless the Employee has had an opportunity to review the material. The Employee shall acknowledge that he/she has had the opportunity to review such material

by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material to the Superintendent, and the Employee's response shall be reviewed by the Superintendent or his designee and attached to the file copy. The District shall not establish any separate personnel file, which is not available for the Employee's inspection.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Part-Time Teachers (4.04)**

*Recommendation:*

That Section 4.04 shall read as follows:

The Employer may employ part-time Employees. The wages and working conditions of such part-time Employees shall be determined pursuant to the procedure permitted by the Pennsylvania Public School Code of 1949, as amended.

Regularly employed part-time Employees shall have their wages pro-rated so they have the same proportional relationship to a full-time Employee's wages as the working hours of their part-time employment bears to the working hours of a full-time Employee, except that all contracted insurance coverage shall be identical to that provided for full-time Employees.

For the purposes of this Agreement a part-time Employee is defined as one who is hired by the Employer with the specific designation of part-time Employee and for twenty (20) or less hours per week.

**Extra-Curricular Contracts (4.05)**

*Recommendation:*

No change is recommended.

**Instructional Assistance Availability (4.06)**

The parties agreed to strike this language.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Mentors' and Inductees' Stipend (4.08)**

*Recommendation:*

Raise from \$750 to \$775.

**Medical/Hospital – Current Employees (5.00)**

The District has proposed that the health care plan be moved to Plan B within the Consortium, increasing the Premium Share Contribution from 9% up to 14% and the Spousal Contribution, Husband/Wife from

\$450.00 to \$850.00 in \$100.00 increments and the Family coverage from \$750 to \$1,150.00 over a 5 year contract.

The Association has proposed maintaining health care Plan C within the Consortium, increasing the Premium Share Contribution from 9% to 10% and the Spousal Contribution, Husband/Wife \$300.00 and the Family coverage, \$300.00 over a 5 year contract.

*Recommendation:*

Move the health care plan to Plan B.

Premium Share Contribution.

2012-2013	9%
2013-2014	11%
2014-2015	12%

Spousal Contribution

Husband/Wife

2012-2013	\$0.0
2013-2014	\$450.00
2014-2015	\$550.00

Family

2012-2013	\$0.0
2013-2014	\$500.00
2014-2015	\$650.00

**Medical/Hospital – Current Employees (5.00)**

The parties agreed to add the following new language to Article V - Insurance/health Care, Section 5.00:

Anyone who discontinues healthcare coverage during an uncompensated leave may not re-enroll until the next open enrollment period or a qualifying event occurs

*Recommendation:*

Incorporate the parties agreed upon changes.

**Medical/Hospital Coverage – Retired Employees (5.01)**

The District seeks to end this coverage and the Association seeks to retain coverage in lesser amounts depending on years of service.

*Recommendation:*

Keep this benefit available until August 31, 2015, at which time it will end.

**Medical/Hospital - Surviving Dependents (5.02)**

The parties agreed to strike the language contained in Section 5.02.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Medical/Hospital - Both Spouses Employed By District (5.03)**

As the language contained in this Section is covered under Section 5.00, the parties agreed to strike this language.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Dental Insurance (5.05)**

*Recommendation:*

No change is recommended.

**Vision Care (5.06)**

Recommendation:

No change is recommended.

**Health Care Management (5.07)**

The parties agreed to strike the language contained in Section 5.07.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Travel Reimbursement (6.00)**

The parties agreed that Article VI - Benefits, Section 6.00, Travel Reimbursement, shall read as follows:

Employees required to use personal vehicles in the course of employment with the Employer to travel from and return to school shall be reimbursed during the school year at the then current rate approved by the IRS. No personal vehicles shall be used in the course of employment without prior written permission of the Superintendent or designee. The Employer shall issue a written memorandum to satisfy the requirement of prior written permission.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Retirement Benefit (6.01)**

*Recommendation:*

No Change is recommended.

**Tuition Reimbursement (6.02)**

*Recommendation:*

The following language is recommended in place of the existing language at Section 6.02:

The Annville-Cleona School Board shall provide tuition reimbursement for all pre-approved graduate courses of study beyond the Bachelor's degree, subject to the following terms and conditions but only after PA initial certification has been attained:

- A. Maximum payment for tuition for all other professional employees shall not exceed twelve (12) credits per year if enrolled in a degreed program and shall not exceed none (9) credits per year if not enrolled in a degreed program. Newly hired teachers will not be approved for tuition reimbursement during the first two semesters of employment. However, they will be approved for tuition reimbursement for summer courses.
- B. Maximum payment for tuition will be \$700 per credit.
- C. Course and reimbursement pre-approval will be obtained in writing from the Superintendent's office on district approved forms. Credits may be in the employees' field of assignment, an approved master's/doctoral program, an additional teacher certification, an educational leadership certification, or credits which are deemed transferrable to the classroom by the Superintendent. Self-guided online credits will be limited to six (6) credits and must be part of an approved master's/doctoral program. Undergraduate credits and/or a degree will be reimbursed only if a bargaining unit member is requested and/or required to obtain these credits or degree by the Superintendent or his/her designee.
- D. Tuition reimbursement will be made for courses accredited by Middle States, National Council for Accreditation of Teacher Education and PDE.
- E. An Employee participating in any type of scholarship or Grant in Aid Program, including GI Bill benefit provisions, shall not receive an amount for reimbursement, which would exceed, when coupled with other sources, the actual cost of pre-approved credits.
- F. Payments for tuition will be made to employees on the active payroll of the Annville-Cleona School District, according to the following procedure:
  - 1. Courses that have not been preapproved at least 14 calendar days prior to the start of the course will not be reimbursed.
  - 2. All courses must receive grades of B or better. If a pass/fail course is approved as part of a degree program, proof of verification of a passing mark will also qualify for reimbursement.
  - 3. The District will pay college credits with pre-approval within twenty (20) days of receipt of all required paperwork including proof of payment and a grade report.
  - 4. Tuition payments will be made to persons on sabbatical Leave at the end of each semester. Credit reimbursement will not be made to employees who do not return to employment with the Annville-Cleona School District in the subsequent year.

- G. An employee leaving the district (except for retirement) within two (2) calendar years of receipt of tuition reimbursement will repay the district at 100% of the tuition reimbursement amount for the final year of employment, plus fifty percent of the tuition reimbursement for the second year's prior employment.

**Tax Sheltered Annuity (6.03)**

The parties agreed that Article VI - Benefits, Section 6.03, Tax Sheltered Annuity, shall read as follows:

6.03 Tax Sheltered Annuity

The Employer will continue to make available the "tax sheltered annuity" program in effect at the execution of this Collective Bargaining Agreement which shall be operated on the following basis:

1. Pay deductions shall be each pay;
2. The program shall be open only to companies which have a minimum of four (4) accounts;
3. No Solicitation in connection with the tax sheltered annuity shall be made during the hours of the regular school day.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Savings Bond Deductions (6.04)**

The parties agreed to strike the language contained in Section 6.04.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Credit Union (6.05)**

The parties agreed that Article VI - Benefits, Section 6.05, Credit Union, shall read as follows:

6.05 Credit Union

The Employer shall continue its present payroll deduction plan for the credit union operated in the Employer's School District on the following basis:

1. Pay deduction shall be each pay;
2. An Employee is limited to two (2) financial institutions for direct payroll deductions.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Flexible Spending Section 125 Accounts (6.06)**

*Recommendation:*

No change for the term of this contract.

**Work Hours/Year (7.00)**

*Recommendation:*

No change is recommended.

**Teacher Vacancies/Transfers (7.01)**

*Recommendation:*

Replace the language of Section 7.01 with the following language: The Employer shall notify the Employee of job vacancies as they become available by timely posting on the district website.

Employees may indicate in writing to the Superintendent/designee their desire to apply for said vacancy within seven (7) days of the posting. The Employer shall have the sole right to fill each job vacancy with the current Employees always given consideration. An Employee applicant may request a conference with the Superintendent if not selected for the position.

**Teaching Assignment (7.02)**

The parties have agreed that Article VII - Work Schedule, Section 7.02, Teaching Assignment shall read as follows:

7.02 Teaching Assignment

If the Employer determines to change the subject matter or grade level to be taught by an Employee, the Employer shall endeavor to notify such Employee of the change by August 1 of the summer preceding the change. The Employer may make changes after August 1, but in such event promptly shall notify the Employee affected by such change.

*Recommendation:*

Incorporate the parties agreed upon changes.

**Preparation Time (7.01)**

*Recommendation:*

No change is recommended.

**Grievance Procedure - Definitions (8.00)**

*Recommendation:*

No change is recommended.

**Grievance Steps (8.01)**

*Recommendation:*

No change is recommended.

**Fair Share (New)**

*Recommendation:*

Not recommended at this time.

**Supplemental Pay Rate**

*Recommendation:*

It is recommended that the \$20.00 rate increase to \$22.00 in the third year of the collective bargaining agreement.

Aside from editorial changes regarding the updating of relevant dates and corresponding contractual language that may have been mutually agreed to by the parties, all provisions of the contract and all issues in dispute for which no recommendation for change has been made in the subject Report should remain as is.

Having conducted a Fact Finding hearing pursuant to Act 88 and Act 195, having taken testimony under oath, and having considered the evidence to better understand the respective positions of the parties, I respectfully submit this Report.



John M. Skonier  
Fact Finder

Date: May 20, 2013