COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Impasse Between the

CENTRAL CAMBRIA SCHOOL DISTRICT,

"Public Employer,"

-and-

CENTRAL CAMBRIA EDUCATION ASSOCIATION,

"Association."

Case No. ACT 88-13-35-W

REPORT AND RECOMMENDATIONS

Before
Robert C. Gifford, Esq.
Fact Finder

Appearances:

For the Employer:
Carl P. Beard, Esq.
Andrews & Beard

For the Association:
Martha Boyd, UniServ Representative
Pennsylvania State Education Association

Pursuant to Act 88 of 1992 ["Act 88"] and the Public Employe Relations Act ["PERA"], I was appointed by the Pennsylvania Labor Relations Board ["PLRB" or "Board"] on May 21, 2013, as the Fact Finder in the impasse between the Central Cambria School District [the "Employer" or "District"] and the Central Cambria Education Association [the "Association"], a unit comprised of approximately 131 professional employees. The parties commenced negotiations for a successor agreement in January 2012. They met on their own and then with the assistance of a mediator. On May 17, 2013, the District requested fact finding. A number of issues remain unresolved.

On June 13, 2013, a hearing was held in Ebensburg, Pennsylvania at which time the parties were afforded the opportunity to present testimony, examine and cross-examine witnesses, introduce documentary evidence, and argue orally in support of their respective positions on the remaining, unresolved issues.

ISSUES

Based upon the statement of issues the parties submitted to the fact-finder at hearing, the following issues are at impasse: terms of agreement, salary/salary schedule, health insurance/opt-out/buyback/Cadillac tax provision, retirement incentive, work year, sick leave/bereavement leave/ emergency/personal leave, and maintenance of standards. Although each issue will be discussed separately, or discussed with similar issues as a package, the impact of the issues in their entirety was given careful consideration.

DISCUSSION

Term of Agreement

The Current Provision

The parties' expired Agreement had a term of four (4) years from July 1, 2008 through June 30, 2012.

The Association's Proposal

The Association proposes a term of four (4) years – July 1, 2012 through June 30, 2016.

The School District's Proposal

The District proposes a term of three (3) years – July 1, 2012 through June 30, 2015.

Salary/Salary Schedule

The Current Provision

The salary schedule for the 2011-2012 school year was as follows:

CENTRAL CAMBRIA
2011-2012

Salary Schedule

Step	Bachelor's	Master's
1	37,500	38,450
2	38,250	39,200
3	39,000	39,950
4	39,750	40,700
5	40,000	40,950
6	40,750	41,700
7	41,500	42,450
8	41,850	42,800
9	42,050	43,000
10	43,175	44,125
11	44,700	45,650
12	47,075	48,025
13	49,350	50,300
14	51,975	52,925
15	54,900	55,850
16	57,825	58,775
17	61,100	62,050
18	62,100	63,050
19	63,000	63,950
20	63,900	64,850
21	65,300	66,250
22	66,300	67,250
23	66,675	67,625

24	**66,975**	**67,925**
25	**67,275**	**68,225**
26	**67,575**	**68,525**
27	**67,875**	**68,825**
28	**68,175**	**69,125**
29	**68,475**	**69,425**
Top	**70,200**	**71,150**

The expired Agreement expressly provides that "steps may not be equal to years of service." The difference between the Bachelor's column and the Master's column is $950 at each step. Bargaining unit members also receive salary increments of $300 "for every block of 15 graduate credits successfully completed after the date upon which the Master's degree was earned." [See Article XI, 11.0 of the expired Agreement].

The Association's Proposal

The Association's salary/salary schedule proposals can be summarized as follows:

- **Reduce number of steps from thirty (30) to twenty-eight (28) over the life of the agreement;**
- For 2012-2013 - One thousand ($1,000) per bargaining unit member in the first year of the agreement;
- For 2013-2014 - One thousand four hundred ($1,400) per bargaining unit member in the second year of the agreement;
- For 2014/2015 - One thousand five hundred ($1,500) per bargaining unit member in the third year of the agreement;
- For 2015/2016 - One thousand eight hundred ($1,800) per bargaining unit member in the fourth year of the agreement;

The Association presents a financial analysis of the District in support of its proposals. The Association indicates that the District's appropriable ending fund balance increased from $2,305,581 in 2008 to $3,116,254 in 2009, $4,666,652 in 2010, $7,132,704 in 2011, and $8,480,448 in 2012. As a percent of total expenditures, the appropriable ending balance increased from 10.70% in 2008 to 15.98% in 2009, 24.36% in 2010, 36.25% in 2011, and 42.32% in 2012. The Association summarizes its analysis as follows:

> The Central Cambria School District's actual fund balance on June 30, 2012 was $8,480,448.
>
> Local tax effort has decreased from 15.2 mills on market value in 2006-2007 to 14.0 mills in 2010-2011.
>
> The market value of taxable property has increased at an annual rate of 4.4 percent since 2006-2007.
>
> The District has $300,000 of unallocated funds in a budgetary reserve account for 2012-2013.
>
> The priority of bargaining unit salary accounts has declined over the past six years from 45.7 of total instruction expenditures in 2007-2008 to 42.1 percent in 2012-2013.
>
> If bargaining unit salary accounts were the same priority as six years ago, the budgeted increase for 2012-2013 could be $89,577 or 1.1 percent.

For all of the reasons above, and the entire record, the Association maintains its salary proposal is affordable.

The School District's Proposal

The District's salary/salary schedule proposals can be summarized as follows:

- 2012-2013: wage freeze;
- 2013-2014: $1350 average increase (2.54%);
- 2014-2015: $1500 (2.75%);
- Mutually agreed to salary schedules;
- Retroactivity is an open issue given the Association's proposals on salary, health care and retirement.

The District notes that its "proposal is a Comprehensive Package Proposal with salary, health care and retirement incentive being inextricably linked."

The District points to several factors in support of its position, including:

- A shrinking state budget and Act 1 index;
- A decrease in interest earnings;
- Increased contribution rates for PSERS;
- A moratorium on reimbursement of construction and renovations from October 2, 2012 through June 30, 2013;
- Special education has cost the District $8.8 million more than it received over the past 10 years; and,
- The District's responsibility to pay for cyber school education.

The District also presents a comparison of this bargaining unit to other professional units in Cambria County and I.U. 8.

Health Insurance/Buyback/Opt-Out/Cadillac Tax Provision

The Current Provision

The Association presents a summary of the current level of health insurance:

> Currently, the District pays 100% of single membership and 100% of family membership for Highmark Select Blue PPO offered by Highmark or its replacement coverage as offered by Highmark including any increase in premiums during the term of agreement. The exception to this is that three (3) bargaining unit members remain on the Indemnity or Traditional Blue Cross/Blue Shield Plan. The employees that remain on that plan pay any difference in premium costs to the District.

Currently for the PPO there is a $20 co-pay for emergency room visits (waived if omitted), an in-network deductible of $250/$500, an out-of-network deductible of $500/$1,000, and a $20 co-pay for doctor/specialist visits. There is also an insurance buyback/opt-out of $3,000.

The School District's Proposal

The District proposes the following modifications:

Year 1	Status quo; no change in health care	
Year 2	One Health Care Plan – Eliminate Indemnity	
	Premium contributions via payroll deduction	
	$50 single	
	$75 two party or greater	
	In-Network Deductibles $300 individual/$600 family	
	Out-of-Network $600 individual/$1200 family	
	Copays:	Doctors/Specialists $30
		Emergency room increase to $75

Year 3 Premium contributions via payroll deduction
$75 single
$100 two party or greater
In-Network Deductibles $500 individual/$1000 family
Out-of-Network $1000 individual/$2000 family
Copays: Doctors/Specialists $30
Emergency room increase to $100

Spousal Coverage:

The District will make coverage available to spouses of employees in limited circumstances:

1. Spouses who work for, and receive coverage from, any of the following entities will not be covered:

    a. Federal Government
    b. Commonwealth of Pennsylvania
    c. Public School District
    d. State System of Higher Education Universities or state owned Universities funded by the State of Pennsylvania; and
    e. State-related Universities of Pennsylvania [Pennsylvania State University, University of Pittsburgh, Lincoln University, and Temple University etc.].

2. Employees whose spouses are eligible for coverage under another employer's plan will have the option to purchase spousal coverage under the district's health plan and shall contribute an additional $2,500 per school year. Said contributions will be deducted via payroll deductions at the cost differential between the respective rating categories as applicable, over 24 pay periods. Employees agree to execute the required District form for Spouse/Family coverage.

Insurance Buyback/Opt-Out

An employee may elect to receive a buyback payment as outlined below in lieu of the Highmark Select Blue medical insurance coverage or its replacement coverage provided with proof of coverage under other medical insurance coverage through a party other than the District. Payment will be placed into an HRA Account which the employee will be able to use upon retirement, and the Employee will be responsible for any HRA related fees.

Individual: $3,000
Parent +Child(ren): $3,500
Employee + Spouse: $4,000
Family: $5,000

A. The employee must notify the District in writing no later than the fifteenth (15) day of the month prior to the month in which payment will begin. In addition, proof of coverage must be provided at this time.

B. Once elected, the employee must stay in the buyback plan for the remainder of the school year unless the employee loses coverage under the employee's spouse's medical insurance. The employee shall notify the District in writing, and the employee's coverage will be reinstated effective on the earliest date permitted by the insurance carrier. The annual buyback payment shall be prorated from the effective date.

C. It is understood and agreed that the District shall not be obligated to pay retirement contributions on any monies paid out as a result of this provision.

Cadillac Tax Provision

It is agreed between the parties that during the term of the contract, federal legislation has the authority to impose taxes and monetary assessments to employers for health care plans that do not meet the cost index for group employer health care plans as set forth under the health care reform legislation. The parties agree to modification of plan provisions during the term of the contract to ensure that the district's health care plan provided to the Association's members are maintained within the cost index thus limiting any imposed tax, penalty or consequence as set forth under the federal legislation. It is further agreed, if the district's health insurance plan provided hereunder contains terms or has costs which would trigger additional cost or other consequences as referenced above, the Association will agree to (1) timely (so as to avoid taxes, penalties or other consequences as aforesaid) plan modifications necessary to keep the plan terms and costs under applicable index; (2) pay by pro rata deduction from employee's pay, the cost to the District of any taxes, penalties or other consequences, or (3) a combination of both (1) and (2) to ensure cost remains below the cost index as set forth under the federal health care reform legislation.

The Association's Counter-Proposal

The Association provides a counter-proposal to the District's proposal:

- Employees who are currently enrolled in the Indemnity Plan be permitted to remain on the plan. However, there shall be no new entries into the Indemnity Plan option permitted in the successor agreement. Thus, the Indemnity Plan will eventually be eliminated as an option as is the District's goal. (Note: There are currently three members, all of whom have twenty-five or more years of service, who remain on this plan.)

- Employee contribution towards premiums - $10 per month for individual coverage and $20 per month for all other classifications.

- The Association will accept the District's proposed deductible increase of $300/$600 and $600/$1200 contingent upon there being no pay freezes during the term of the successor agreement.

- For the last three (3) years of the successor bargaining agreement – co-pays for doctors' office visits and specialists' office visits remain at the current $20 co-pay, with the co-pay for the emergency room increased to $75, which is waived if admitted.

- With respect to spousal coverage, the Association is agreeable to adding language that would exclude the spouses of bargaining unit members who are employed by another public school district, the Federal Government or the Commonwealth of Pennsylvania, if the insurance offered to the spouse is equal to or better than the insurance offered by the Central Cambria School District. However, without substantive data to show the State System of Higher Education (or state owned Universities funded by the State of Pennsylvania) and the State-related Universities of Pennsylvania have health care plans that are equal to or better than the coverage offered by the District, the Association must reject items 1d and 1e from the District's proposal. The Association also rejects item #2 of the District's spousal coverage proposal. It seems to the Association as if the District is attempting to make the employees pay for their spouses to be covered under the District plan PLUS pay an additional $2,500 in addition to the premium cost for adding the spouse onto the employee's coverage.

- With respect to the insurance buyback/opt-out, the Association accepts the District's proposed contract language with the following amendment:

  An employee may elect to receive a buyback payment as outlined below in lieu of the Highmark Select Blue medical insurance coverage or its replacement coverage provided with proof of coverage under other medical insurance coverage through a party other than

the District. ~~Payment will be placed into an HRA Account which the employee will be able to use upon retirement, and the Employee will be responsible for any HRA related fees~~. **Payment will be made in one annual installment, the last pay period in June of the current school year in cash.** The Association accepts the buyback payment amounts proposed by the District, but does not accept the HRA and its associated fees.

- The Association opposes the proposed Cadillac tax provision.

Retirement Incentive

The Current Provision

11.10 Incentive Plan for Early Retirement. For professional employees who retire from employment and meet the eligibility requirements hereinafter set forth, the school district will make retirement incentive payments as follows:

Two Hundred Eighty-five Dollars ($285.00) per each year of PSERS Service.

The incentive payment shall be paid in the form of a non-elective Employer contribution into a 403(b) plan within sixty (60) days of the last day of work in the year of retirement. (See attached Memorandum of Agreement for details.)

If the District's 403(b) contribution causes the employee's account to exceed the Section 415(c) contribution limit for the year, any excess over the limit shall be contributed for HRA. The employee shall have no cash option.

In addition to the incentive amount, the school district will provide at no cost to the retiree up to nine (9) years of individual health insurance coverage up to age sixty-five (65) or Medicare, whichever occurs first, provided the employee is not covered or eligible to be covered under another medical insurance plan. This coverage will be under the District's Select Blue PPO Medical plan or its replacement coverage as listed in Appendix B. Retirees, at their expense, may extend, may extend coverage at group rates beyond individual coverage for eligible family members.

The District's monthly payment toward the medical insurance premium for this coverage shall be the difference between the monthly premium cost to the District and the maximum monthly PSERS Health Insurance Premium Assistance program payment that can be received by the retired employee under Act 23 of the Public School Employees' Retirement System or any successor legislation. The employee/retiree agrees to turn over any monies made available under this program to the District.

Eligibility Requirements for Professional Employees:

A. The employee must retire effective at the end of the last day of employment.

B. The employee must submit a written request for retirement no later than April 1 of the fiscal year which is designated as the employee's final year of employment.

C. The employee must be at least age fifty-two (52) by the end of the school fiscal year which is designated as the final year of employment.

D. The employee must have at least fifteen (15) years of service in the Central Cambria School District and at least twenty (20) years of credited service in the Public School Employees' Retirement System.

E. The employee must retire as an employee under the provisions of the Public School Employees' Retirement System.

F. The employee must not be eligible for permanent disability retirement.

G. The employee must forfeit an amount equal to three (3) unused sick days (as calculated in Article 11.9) for each year that he/she intends to receive healthcare coverage up to nine (9) years. This amount will be deducted from the amount calculated for the retirement incentive in 11.8, if the employee does not have sufficient sick days to cover same.

The School District's Proposal

The District proposes to eliminate 11.10 in its entirety.

The Association's Response

The Association opposes the District's proposal.

Work Year

The Current Provision

7.1 School Work Year or Term. The school work year for employees shall be those one hundred eighty-six (186) days for school years 2008-2009, 2009-2010, 2010-2011, and 2011-2012, and one hundred eighty (180) days in which students are in attendance, and six (6) inservice days that will include activities that qualify toward the 180 hours as found in Act 48, subject to approval of the Pennsylvania Department of Education. On the last working day prior to Thanksgiving and the last working day prior to Christmas, there shall be an early dismissal scheduled for no later than 1:00 p.m. after the students leave.

The School District's Proposal

The District proposes to add the following to 7.1:

In addition to the foregoing, each year of the agreement (beginning in 2013-2014) teachers shall commit an additional fifteen (15) hours for purposes of **faculty meetings or**

- RTII regrouping
- K-12 Curriculum alignment to the Common Core
- Data Analysis (PSSA, PVAAS, DIBELS, STAR, etc.)
- Crisis Prevention Intervention (CPI) Training
- Technology Integration- interactive whiteboards
- Webpage training/updates
- IEP preparation
- Review of Curriculum Development plan K-12
- Pennsylvania new teacher effective instrument
- Curriculum design for Keystone Tests
- Senior Graduation Project evaluation
- Review/evaluation of District Wide Safety procedures
- Review of District Wide Assessment K-12
- SAS Lesson Plan Development
- School Performance Profile Analysis
- School Tutoring (before and after school) with academic intervention
- School Improvement Planning
- Keystone Projects
- I3 Module Training Updates
- Title IX Policy Review
- RTTT Teacher Observation Tool Review

In addition, the District proposes to delete the last sentence of 7.1:

". . . ~~On the last working day prior to Thanksgiving and the last working day prior to Christmas, there shall be an early dismissal. On the last working day prior to Thanksgiving and Christmas, the early dismissal shall be no later than 1:00 p.m. after the students leave."~~

The Association's Response

The Association opposes the District's proposal.

Sick Leave, Bereavement Leave, Emergency/Personal Leave

The Current Provision

The expired Agreement does not include provisions for paid sick leave or bereavement leave. The parties therefore rely upon the Pennsylvania School Code. As to emergency/personal leave, 9.1 provides:

9.1 Emergency/Personal Days. Staff members who must be absent from school to attend to personal business shall be entitled to emergency leave at the time and for the periods to be determined at the discretion of the Board either before or after the actual leave. There shall be no deduction in salary for the personal leave unless the Board decides at the Board meeting following said leave that deduction is warranted. No request shall be unreasonably denied.

The Association's Proposal

With respect to sick leave, the Association proposes new language to be included in Article IX:

> Each employee shall be credited with ten (10) days sick leave allowance per school year. The unused portion of such allowance shall accrue from year to year without limitation. All or part of such accumulation may be taken in any one school year. Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family, for the purposes of this provision, is defined as the following persons: [categories to be inserted after they are defined].

With respect to personal leave, the Association proposes new language to be included in Article IX:

(A) Professional employees shall be entitled to three (3) days of Personal Absence per school year, cumulative to a maximum of five (5) days if not used. Personal days unused during a school year shall be carried forward to the subsequent school year to the maximum specified herein above. Any unused accumulated personal leave days beyond said maximum shall be added to the following year's unused accumulated sick leave entitlement.

(B) If the number of Personal Leave requests must be limited on any day, the Superintendent shall decide, on the basis of seniority or serious urgency which will have priority over seniority; seriousness of the request to be judged solely by the Superintendent. The employee shall be responsible to fill out a request on Aesop (or in writing if AESOP is no longer available at the district) for personal leave.

(C) Personal leave may be taken immediately preceding or following a school holiday if the number in each building does not exceed 10% of the affected building's professional staff. Personal leave shall not be taken during examination periods unless such a request involves a sudden necessity requiring employee's absence.

With respect to bereavement leave, the Association proposes new language to be included in Article IX:

> Three (3) to Five (5) school days of leave for immediate family (mother, father, son, daughter, spouse, step-mother, step-father, step-child, parent-in-law)

Three (3) school days of leave for brother, sister, grandchild, grandparent, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or a person with whom the employee has made his/her home.

Near Relative – One (1) school day of leave for a near relative of the employee or the employee's spouse (grandparent-in-law, first cousin, aunt, uncle, niece, nephew)

The School District's Proposal

With respect to sick leave, the District proposes new language to be included in Article IX:

All bargaining unit employees shall be granted ten (10) sick days per school year. Up to three (3) days may be used to attend a sick child or family member (i.e. spouse, child, parent). A doctor's certificate shall be submitted for absences of 3 or more consecutive days or where abuse is suspected.

With respect to bereavement leave, the District proposes new language to be included in Article IX:

a. Three (3) school days of leave for the death of immediate family (mother, father, son, daughter, brother, sister, spouse, step-mother, step-father, step-child, parent-in-law or a person with whom the employee has made his/her home.

b. One (1) school day of leave for death of near relative (grandchild, grandparent, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law, first cousin, aunt, uncle, niece, nephew).

c. All days must be taken consecutively and must be contiguous with the funeral.

With respect to personal and emergency leave, the District proposes new language to be included in Article IX:

9.1.

a. Emergency Leave Day. Each bargaining unit employee may take up to one (1) leave day per school year for a bonifide emergency. The term "emergency" shall be defined as an unforeseen situation requiring action by the employee where probable harm to the health, safety or wellbeing of the employee, his/her spouse or child or household emergency. The employee shall be required to substantiate the emergency nature of the request on AESOP providing relevant detail for the date of absence. Notification to the District shall be timely. Final approval for the emergency leave rests with the Superintendent of Schools. The Superintendent may request further documentation to substantiate the request after it is detailed on AESOP.

b. Personal Leave Days. Each bargaining unit employee shall be granted two (2) days each school year. Employees may accumulate personal days from year to year to a total not to exceed five (5) but may not use more than five (5) in any school year. No more than three (3) personal days may be taken consecutively in one school year.

   Absence for purposes of attendance at educational conferences, seminars or symposiums authorized by the Employer will not be charged against personal leave.

   If an employee does not use the personal leave allotted to the employee during the school year the unused personal days in excess of those that can be carried over shall convert into accumulated sick leave.

   Employees requesting personal leave shall do so on AESOP (or in writing if AESOP is no longer available at the district) at least three (3) days prior to the date of the leave desired unless the request is for more than two (2) personal days in succession, in

which case the request shall be made at least two (2) weeks in advance. Employees requesting personal leave day(s) on dates immediately prior to or after holiday(s) shall make their requests at least one (1) month in advance. The request for personal leave shall be made through AESP (or on a form to be provided by the Employer and available through the building principals if AESOP is no longer available at the district). The form shall be dated, shall clearly designate the day for which the absence is requested and shall be signed by the employee making the request.

The Employer may restrict the number of employees taking personal leave per day as outlined below:

(i) For days immediately prior to or after a holiday, the Employer may restrict the number of employees taking personal leave per day.

(ii) No personal leave shall be granted at the following times, unless approved due to extenuating circumstances at the sole discretion of the Superintendent:

(a) The first two (2) weeks of the school term
(b) The last two (2) weeks of the school term
(c) District In-service Days

Personal leave shall not exceed the following number of staff at each school:

4 at High School
3 at Middle School
4 at Cambria Elementary School
3 at Jackson Township Elementary School

If because of an emergency, an employee is unable to give the aforesaid notice of personal leave, the Employer may excuse the required notice. The Employer shall be the sole judge of whether the claimed emergency is sufficient to excuse the notice. If there is an emergency, the employee shall fully explain the emergency in writing to the Employer and shall, nonetheless, notify the Employer of the Personal Leave as soon as is reasonably practical under the circumstances. If the Employer determines either (i) that the claimed emergency was not sufficient to excuse the notice, or (ii) that notwithstanding the claimed emergency, notice was not given as soon as reasonably practical, the Employer will deny the personal leave. In case of an untimely notice, the decision of the Employer shall be final and not subject to grievance or arbitration.

Maintenance of Standards

The Current Provision

12.2 Maintenance of Standards. All conditions of employment and general working conditions shall be maintained at no less than the highest minimum standards in effect in the school system at the time this agreement is executed, provided that such conditions shall be improved for the benefit of teachers as required by this agreement. This agreement shall not be interpreted or applied in any manner which will in any way deprive teachers of professional and/or employment benefits and/or advantages heretofore enjoyed. Except as required by this agreement, the duties and responsibilities of teachers in any position in the bargaining unit will not be substantially altered or in any way increased without prior negotiation with the Association.

The District proposes to delete this provision.

The Association's Response

The Association opposes the District's proposal.

RECOMMENDATION

I have reviewed all of the information the parties presented at the hearing. In reaching my recommendations I considered the District's financial condition, the current level of bargaining unit benefits, and such factors as comparability. After careful analysis I provide the recommendations below that are amply supported by the record evidence and represent a compromise to each party's position.

Term of Agreement

I recommend a term of four (4) years in order to provide stability for the next three (3) years – July 1, 2012 through June 30, 2016.

Salary/Salary Schedule

I recommend the following:

1. For 2012-2013: wage freeze, no step movement;
2. Effective July 1, 2013, an average increase of $1,400;
3. Effective July 1, 2014, an average increase of $1,500; and,
4. Effective July 1, 2015, an average increase of $1,700.

I have attached the recommended salary schedules and a step advancement chart to show how employees move and the step reduction that takes place.

Health Insurance/Buyback/Opt-Out/Cadillac Tax Provision

I recommend the following:

The three (3) bargaining unit members on the Indemnity Plan shall have the option to remain on the plan and shall pay any difference in premium costs to the District. No other bargaining unit members shall have the right to enroll in the Indemnity Plan.

2012-2013: Status quo; no change in health care;

2013-2014: Premium contributions via payroll deduction
$20 per month – single
$40 per month – two party or greater
In-Network Deductibles $350 individual/$700 family
Out-of-Network $700 individual/$1400 family
Copays: Doctors/Specialists - $20
Emergency Room (waived if admitted) - $20

2014-2015: Premium contributions via payroll deduction
$20 per month – single
$40 per month – two party or greater
In-Network Deductibles $400 individual/$800 family
Out-of-Network $800 individual/$1600 family
Copays: Doctors/Specialists $30
Emergency Room (waived if admitted) - $75

2015-2016: Premium contributions via payroll deduction
$20 per month – single
$40 per month – two party or greater
In-Network Deductibles $500 individual/$1000 family
Out-of-Network $1000 individual/$2000 family
Copays: Doctors/Specialists $30
Emergency Room (waived if admitted) - $100

Spousal Coverage:
The District will make coverage available to spouses of employees in limited circumstances:

1. Spouses who work for, and receive coverage from, any of the following entities will not be covered:

   a. Federal Government
   b. Commonwealth of Pennsylvania
   c. Public School District, Charter School, Cyber School, IU.

2. Active employees whose spouses are eligible for coverage under another employer's plan will have the option to purchase spousal coverage under the district's health plan and shall contribute an additional $2,500 per school year. Said contributions will be deducted via payroll deductions at the cost differential between the respective rating categories as applicable, over 24 pay periods. Employees agree to execute the required District form for Spouse/Family coverage.

Insurance Buyback/Opt-Out

An employee may elect to receive a buyback payment as outlined below in lieu of the Highmark Select Blue medical insurance coverage or its replacement coverage provided with proof of coverage under other medical insurance coverage through a party other than the District. Payment will be placed into an HRA Account which the employee will be able to use upon retirement, and the Employee will be responsible for any HRA related fees.

Individual: $3,000
Parent + Child(ren): $3,500
Employee + Spouse: $4,000
Family: $5,000

A. The employee must notify the District in writing no later than the fifteenth (15) day of the month prior to the month in which payment will begin. In addition, proof of coverage must be provided at this time.

B. Once elected, the employee must stay in the buyback plan for the remainder of the school year unless the employee loses coverage under the employee's spouse's medical insurance. The employee shall notify the District in writing, and the employee's coverage will be reinstated effective on the earliest date permitted by the insurance carrier. The annual buyback payment shall be prorated from the effective date.

C. It is understood and agreed that the District shall not be obligated to pay retirement contributions on any monies paid out as a result of this provision.

Retirement Incentive

I recommend the following:

11.10 Incentive Plan for Early Retirement. For professional employees who retire from employment and meet the eligibility requirements hereinafter set forth, the school district will make retirement incentive payments as follows:

Two Hundred Eighty-five Dollars ($285.00) per each year of PSERS Service.

The incentive payment shall be paid in the form of a non-elective Employer contribution into a 403(b) plan within sixty (60) days of the last day of work in the year of retirement. (See attached Memorandum of Agreement for details.)

If the District's 403(b) contribution causes the employee's account to exceed the Section 415(c) contribution limit for the year, any excess over the limit shall be contributed for HRA. The employee shall have no cash option.

In addition to the incentive amount, the school district will provide at no cost to the retiree up to nine (9) years of individual health insurance coverage up to age sixty-five (65) or Medicare, whichever occurs first, provided the employee is not covered or eligible to be covered under another medical insurance plan. Individual insurance coverage shall be the same plan as active employees to include copays on level of benefits and premium share. Effective July 1, 2013, the number of years of individual health insurance coverage shall be reduced to eight (8) years, effective July 1, 2014 – seven (7) years, and effective July 1, 2015 – six (6) years. This coverage will be under the District's Select Blue PPO Medical plan or its replacement coverage as listed in Appendix B. Retirees, at their expense, may extend coverage at group rates beyond individual coverage for eligible family members. Effective June 30, 2016, the early retirement incentive provided in this paragraph shall expire.

The District's monthly payment toward the medical insurance premium for this coverage shall be the difference between the monthly premium cost to the District and the maximum monthly PSERS Health Insurance Premium Assistance program payment that can be received by the retired employee at the time of retirement under Act 23 of the Public School Employees' Retirement System or any successor legislation. Any increases in monthly premium cost above and beyond the amount at the employee's retirement shall be paid for by the employee/retiree. The employee/retiree agrees to turn over any monies made available under this program to the District. The employee/retiree agrees to provide, fill out and execute any necessary forms or provide any verification to the District or to PSERS in accordance with any required procedures to substantiate or verify the foregoing arrangement.

Employees retain their right to purchase group insurance after retirement in accordance with Section 513 of the Public School Code. See Public School Code 24 PS 5-513.

Eligibility Requirements for Professional Employees:

A. The employee must retire effective at the end of the last day of employment.

B. The employee must submit a written request for retirement no later than April 1 of the fiscal year which is designated as the employee's final year of employment.

C. The employee must be at least age fifty-two (52) by the end of the school fiscal year which is designated as the final year of employment.

D. The employee must have at least fifteen (15) years of service in the Central Cambria School District and at least twenty (20) years of credited service in the Public School Employees' Retirement System.

E. The employee must retire as an employee under the provisions of the Public School Employees' Retirement System.

F. The employee must not be eligible for permanent disability retirement.

G. The employee must forfeit an amount equal to three (3) unused sick days (as calculated in Article 11.9) for each year that he/she intends to receive healthcare coverage up to nine (9) years for 2012-2013, eight (8) years for 2013-2014, seven (7) years for 2014-2015, and six (6) years for 2015-2016. This amount will be deducted from the amount calculated for the retirement incentive in 11.8, if the employee does not have sufficient sick days to cover same.

Work Year

I recommend that the following language be added to 7.1:

> In addition to the foregoing, each year of the agreement (beginning in 2013-2014) teachers shall commit up to 60 minutes per month for purposes of faculty meetings or a need for an exchange of information. Absent exigent circumstances, the District shall provide teachers with at least 14 days of advance notice of the meetings.

Sick Leave, Bereavement Leave, Emergency/Personal Leave

With respect to sick leave, I recommend that the following language be added to Article IX:

> All bargaining unit employees shall be granted ten (10) sick days per school year. Up to three (3) days may be used to attend a sick child or family member (i.e. spouse, child, parent). A doctor's certificate shall be submitted for absences of 3 or more consecutive days or where abuse is suspected.

With respect to bereavement leave, I recommend that the following language be added to Article IX:

a. Three (3) school days of leave for the death of immediate family (mother, father, son, daughter, brother, sister, spouse, step-mother, step-father, step-child, parent-in-law or a person with whom the employee has made his/her home).

b. One (1) school day of leave for death of near relative (grandchild, grandparent, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law, first cousin, aunt, uncle, niece, nephew).

c. All days must be taken consecutively and must be contiguous with the funeral.

With respect to personal and emergency leave, I recommend that the following language be added to Article IX:

9.1.

c. Emergency Leave Day. Each bargaining unit employee may take up to one (1) leave day per school year for exigent circumstances. The employee shall be required to substantiate the emergency nature of the request on AESOP providing relevant detail for the date of absence. Notification to the District shall be timely. Final approval for the emergency leave rests with the Superintendent of Schools. The Superintendent may request further documentation to substantiate the request after it is detailed on AESOP.

d. Personal Leave Days. Each bargaining unit employee shall be granted two (2) days each school year. Employees may accumulate personal days from year to year to a total not to exceed five (5) but may not use more than five (5) in any school year. No more than three (3) personal days may be taken consecutively in one school year.

   Absence for purposes of attendance at educational conferences, seminars or symposiums authorized by the Employer will not be charged against personal leave.

If an employee does not use the personal leave allotted to the employee during the school year the unused personal days in excess of those that can be carried over shall convert into accumulated sick leave.

Employees requesting personal leave shall do so on AESOP (or in writing if AESOP is no longer available at the district) at least three (3) days prior to the date of the leave desired unless the request is for more than two (2) personal days in succession, in which case the request shall be made at least two (2) weeks in advance. Employees requesting personal leave day(s) on dates immediately prior to or after holiday(s) shall make their requests at least one (1) month in advance. The request for personal leave shall be made through AESP (or on a form to be provided by the Employer and available through the building principals if AESOP is no longer available at the district). The form shall be dated, shall clearly designate the day for which the absence is requested and shall be signed by the employee making the request.

The Employer may restrict the number of employees taking personal leave per day as outlined below:

(iii) For days immediately prior to or after a holiday, the Employer may restrict the number of employees taking personal leave per day.

(iv) No personal leave shall be granted at the following times, unless approved due to extenuating circumstances at the sole discretion of the Superintendent:

(a) The first week of the school term
(b) The last week of the school term
(c) District In-service Days

Personal leave shall not exceed the following number of staff at each school:

4 at High School
3 at Middle School

4 at Cambria Elementary School
3 at Jackson Township Elementary School

If because of an emergency, an employee is unable to give the aforesaid notice of personal leave, the Employer may excuse the required notice. The Employer shall be the sole judge of whether the claimed emergency is sufficient to excuse the notice. If there is an emergency, the employee shall fully explain the emergency in writing to the Employer and shall, nonetheless, notify the Employer of the Personal Leave as soon as is reasonably practical under the circumstances. If the Employer determines either (i) that the claimed emergency was not sufficient to excuse the notice, or (ii) that notwithstanding the claimed emergency, notice was not given as soon as reasonably practical, the Employer will deny the personal leave. In case of an untimely notice, the decision of the Employer shall be final and not subject to grievance or arbitration.

Maintenance of Standards

I recommend the status quo of this provision.

SUMMARY

I believe the recommendations above represent a reasonable, acceptable compromise to the outstanding issues. I direct the parties' attention to my cover letter which outlines their responsibilities to notify the PLRB of their acceptance or rejection of this Recommendation.

Dated: July 1, 2013
State College, Pennsylvania

_____
Robert C. Gifford

CENTRAL CAMBRIA
2011-2012

Salary Schedule

Steps			
From Top	**~~In Contract~~**	**Bachelors**	**Masters**
29	~~1~~	37,500	38,450
28	~~2~~	38,250	39,200
27	~~3~~	39,000	39,950
26	~~4~~	39,750	40,700
25	~~5~~	40,000	40,950
24	~~6~~	40,750	41,700
23	~~7~~	41,500	42,450
22	~~8~~	41,850	42,800
21	~~9~~	42,050	43,000
20	~~10~~	43,175	44,125
19	~~11~~	44,700	45,650
18	~~12~~	47,075	48,025
17	~~13~~	49,350	50,300
16	~~14~~	51,975	52,925
15	~~15~~	54,900	55,850
14	~~16~~	57,825	58,775
13	~~17~~	61,100	62,050
12	~~18~~	62,100	63,050
11	~~19~~	63,000	63,950
10	~~20~~	63,900	64,850
9	~~21~~	65,300	66,250
8	~~22~~	66,300	67,250
7	~~23~~	66,675	67,625
6	~~24~~	66,975	67,925
5	~~25~~	67,275	68,225
4	~~26~~	67,575	68,525
3	~~27~~	67,875	68,825
2	~~28~~	68,175	69,125
1	~~29~~	68,475	69,425
Top	~~30~~	70,200	71,150

CCEA Matrix
2011-2012

Steps				
From Top	**~~In Contract~~**	**Bachelors**	**Masters**	**Total**
29	~~1~~	1		1
28	~~2~~	4	3	7
27	~~3~~	6	1	7
26	~~4~~	5	5	10
25	~~5~~	6	4	10
24	~~6~~	1	1	2
23	~~7~~	1	1	2
22	~~8~~	2	1	3
21	~~9~~	3	2	5
20	~~10~~	2	1	3
19	~~11~~	1	6	7
18	~~12~~	1	4	5
17	~~13~~	4	1	5
16	~~14~~	4	2	6
15	~~15~~	3	2	5
14	~~16~~	1	1	2
13	~~17~~		4	4
12	~~18~~	2		2
11	~~19~~			0
10	~~20~~	1		1
9	~~21~~	0.5		0.5
8	~~22~~	0.5	1	1.5
7	~~23~~	1	1	2
6	~~24~~	1	4	5
5	~~25~~	1	4	5
4	~~26~~	0.5		0.5
3	~~27~~	4		4
2	~~28~~	1.5		1.5
1	~~29~~		1	1
Top	~~30~~	8	15	23
	Total	66	65	131

CENTRAL CAMBRIA
2012-2013

Steps			
From Top	**~~In Contract~~**	**Bachelors**	**Masters**
29	~~1~~	37,500	38,450
28	~~2~~	38,250	39,200
27	~~3~~	39,000	39,950
26	~~4~~	39,750	40,700
25	~~5~~	40,000	40,950
24	~~6~~	40,750	41,700
23	~~7~~	41,500	42,450
22	~~8~~	41,850	42,800
21	~~9~~	42,050	43,000
20	~~10~~	43,175	44,125
19	~~11~~	44,700	45,650
18	~~12~~	47,075	48,025
17	~~13~~	49,350	50,300
16	~~14~~	51,975	52,925
15	~~15~~	54,900	55,850
14	~~16~~	57,825	58,775
13	~~17~~	61,100	62,050
12	~~18~~	62,100	63,050
11	~~19~~	63,000	63,950
10	~~20~~	63,900	64,850
9	~~21~~	65,300	66,250
8	~~22~~	66,300	67,250
7	~~23~~	66,675	67,625
6	~~24~~	66,975	67,925
5	~~25~~	67,275	68,225
4	~~26~~	67,575	68,525
3	~~27~~	67,875	68,825
2	~~28~~	68,175	69,125
1	~~29~~	68,475	69,425
Top	~~30~~	70,200	71,150

CCEA Matrix
2012-2013

	Steps			
From Top	**~~In Contract~~**	**Bachelors**	**Masters**	**Total**
29	~~1~~	1	0	1
28	~~2~~	4	3	7
27	~~3~~	6	1	7
26	~~4~~	5	5	10
25	~~5~~	6	4	10
24	~~6~~	1	1	2
23	~~7~~	1	1	2
22	~~8~~	2	1	3
21	~~9~~	3	2	5
20	~~10~~	2	1	3
19	~~11~~	1	6	7
18	~~12~~	1	4	5
17	~~13~~	4	1	5
16	~~14~~	4	2	6
15	~~15~~	3	2	5
14	~~16~~	1	1	2
13	~~17~~	0	4	4
12	~~18~~	2	0	2
11	~~19~~	0	0	0
10	~~20~~	1	0	1
9	~~21~~	0.5	0	0.5
8	~~22~~	0.5	1	1.5
7	~~23~~	1	1	2
6	~~24~~	1	4	5
5	~~25~~	1	4	5
4	~~26~~	0.5	0	0.5
3	~~27~~	4	0	4
2	~~28~~	1.5	0	1.5
1	~~29~~	0	1	1
Top	~~30~~	8	15	23
	Total	66	65	131

CENTRAL CAMBRIA
2013-2014

	Steps		
From Top	**~~In Contract~~**	**Bachelors**	**Masters**
29	~~1~~	37,983	39,022
28	~~2~~	38,566	39,605
27	~~3~~	39,316	40,355
26	~~4~~	40,066	41,105
25	~~5~~	40,316	41,355
24	~~6~~	41,066	42,105
23	~~7~~	41,816	42,855
22	~~8~~	42,166	43,205
21	~~9~~	42,366	43,405
20	~~10~~	43,491	44,530
19	~~11~~	45,016	46,055
18	~~12~~	47,391	48,430
17	~~13~~	49,666	50,705
16	~~14~~	52,291	53,330
15	~~15~~	55,216	56,255
14	~~16~~	58,141	59,180
13	~~17~~	61,373	62,412
12	~~18~~	62,373	63,412
11	~~19~~	63,273	64,312
10	~~20~~	64,173	65,212
9	~~21~~	65,573	66,612
8	~~22~~	66,573	67,612
7	~~23~~	66,975	68,014
6	~~24~~	67,318	68,357
5	~~25~~	67,662	68,701
4	~~26~~	68,006	69,045
3	~~27~~	68,350	69,389
2	~~28~~	68,693	69,732
1	~~29~~	69,037	70,076
Top	~~30~~	70,780	71,730

CCEA Matrix
2013-2014

	Steps			
From Top	**~~In Contract~~**	**Bachelors**	**Masters**	**Total**
29	~~1~~	0	0	0
28	~~2~~	1	0	1
27	~~3~~	4	3	7
26	~~4~~	6	1	7
25	~~5~~	5	5	10
24	~~6~~	6	4	10
23	~~7~~	1	1	2
22	~~8~~	1	1	2
21	~~9~~	2	1	3
20	~~10~~	3	2	5
19	~~11~~	2	1	3
18	~~12~~	1	6	7
17	~~13~~	1	4	5
16	~~14~~	4	1	5
15	~~15~~	4	2	6
14	~~16~~	3	2	5
13	~~17~~	1	1	2
12	~~18~~	0	4	4
11	~~19~~	2	0	2
10	~~20~~	0	0	0
9	~~21~~	1	0	1
8	~~22~~	0.5	0	0.5
7	~~23~~	0.5	1	1.5
6	~~24~~	1	1	2
5	~~25~~	1	4	5
4	~~26~~	1	4	5
3	~~27~~	0.5	0	0.5
2	~~28~~	4	0	4
1	~~29~~	1.5	0	1.5
Top	~~30~~	8	16	24
	Total	66	65	131

CENTRAL CAMBRIA
2014-2015

Steps			
From Top	**~~In Contract~~**	**Bachelors**	**Masters**
28	~~2~~	38,994	40,153
27	~~3~~	39,744	40,903
26	~~4~~	40,494	41,653
25	~~5~~	40,744	41,903
24	~~6~~	41,494	42,653
23	~~7~~	42,244	43,403
22	~~8~~	42,594	43,753
21	~~9~~	42,794	43,953
20	~~10~~	43,919	45,078
19	~~11~~	45,444	46,603
18	~~12~~	47,819	48,978
17	~~13~~	50,094	51,253
16	~~14~~	52,719	53,878
15	~~15~~	55,644	56,803
14	~~16~~	58,569	59,728
13	~~17~~	61,741	62,901
12	~~18~~	62,741	63,901
11	~~19~~	63,641	64,801
10	~~20~~	64,541	65,701
9	~~21~~	65,941	67,101
8	~~22~~	66,941	68,101
7	~~23~~	67,380	68,539
6	~~24~~	67,783	68,942
5	~~25~~	68,186	69,345
4	~~26~~	68,589	69,748
3	~~27~~	68,991	70,151
2	~~28~~	69,394	70,554
1	~~29~~	69,797	70,957
Top	~~30~~	70,890	72,040

CCEA Matrix
2014-2015

Steps				
From Top	**~~In Contract~~**	**Bachelors**	**Masters**	**Total**
28	~~2~~	0	0	0
27	~~3~~	1	0	1
26	~~4~~	4	3	7
25	~~5~~	6	1	7
24	~~6~~	5	5	10
23	~~7~~	6	4	10
22	~~8~~	1	1	2
21	~~9~~	1	1	2
20	~~10~~	2	1	3
19	~~11~~	3	2	5
18	~~12~~	2	1	3
17	~~13~~	1	6	7
16	~~14~~	1	4	5
15	~~15~~	4	1	5
14	~~16~~	4	2	6
13	~~17~~	3	2	5
12	~~18~~	1	1	2
11	~~19~~	0	4	4
10	~~20~~	2	0	2
9	~~21~~	0	0	0
8	~~22~~	1	0	1
7	~~23~~	0.5	0	0.5
6	~~24~~	0.5	1	1.5
5	~~25~~	1	1	2
4	~~26~~	1	4	5
3	~~27~~	1	4	5
2	~~28~~	0.5	0	0.5
1	~~29~~	4	0	4
Top	~~30~~	9.5	16	25.5
	Total	66	65	131

CENTRAL CAMBRIA
2015-2016

Steps			
From Top	**~~In Contract~~**	**Bachelors**	**Masters**
27	~~2~~	39,670	41,020
26	~~3~~	40,420	41,770
25	~~4~~	41,170	42,520
24	~~5~~	41,420	42,770
23	~~6~~	42,170	43,520
22	~~7~~	42,920	44,270
21	~~8~~	43,270	44,620
20	~~9~~	43,470	44,820
19	~~10~~	44,595	45,945
18	~~11~~	46,120	47,470
17	~~12~~	48,495	49,845
16	~~13~~	50,770	52,120
15	~~14~~	53,395	54,745
14	~~15~~	56,320	57,670
13	~~16~~	59,245	60,595
12	~~17~~	62,325	63,675
11	~~18~~	63,325	64,675
10	~~19~~	64,225	65,575
9	~~20~~	65,125	66,475
8	~~21~~	66,525	67,875
7	~~22~~	67,525	68,875
6	~~23~~	68,021	69,371
5	~~24~~	68,518	69,868
4	~~25~~	69,014	70,364
3	~~26~~	69,511	70,861
2	~~27~~	70,007	71,357
1	~~28~~	70,504	71,854
Top	~~29~~	71,000	72,350

CCEA Matrix
2015-2016

Steps				
From Top	**~~In Contract~~**	**Bachelors**	**Masters**	**Total**
27	~~2~~	0	0	0
26	~~3~~	0	0	0
25	~~4~~	1	0	1
24	~~5~~	4	3	7
23	~~6~~	6	1	7
22	~~7~~	5	5	10
21	~~8~~	6	4	10
20	~~9~~	1	1	2
19	~~10~~	1	1	2
18	~~11~~	2	1	3
17	~~12~~	3	2	5
16	~~13~~	2	1	3
15	~~14~~	1	6	7
14	~~15~~	1	4	5
13	~~16~~	4	1	5
12	~~17~~	4	2	6
11	~~18~~	3	2	5
10	~~19~~	1	1	2
9	~~20~~	0	4	4
8	~~21~~	2	0	2
7	~~22~~	0	0	0
6	~~23~~	1	0	1
5	~~24~~	0.5	0	0.5
4	~~25~~	0.5	1	1.5
3	~~26~~	1	1	2
2	~~27~~	1	4	5
1	~~28~~	1	4	5
Top	~~29~~	14	16	30
	Total	66	65	131