

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and
Between	(Recommendations
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Ridgway Area School District	(Case No. ACT 88-13-34-W
	(
and	(Date of Hearing: June 14, 2013
	(
Ridgway Area Teachers Association	(Date of Report: July 1, 2013
	(

Michelle Miller-Kotula
Fact-Finder

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Background

By letter dated May 21, 2013, the Pennsylvania Labor Relations Board (PLRB), pursuant to Act 88 of 1992 (Act 88) and the Public Employer Relations Act (PERA), appointed the undersigned as Fact-Finder in the impasse between the Ridgway Area School District (hereafter referred to as the "District") and Ridgway Area Teachers Association, PSEA (hereafter referred to as the "Association"). The Association represents a unit of approximately 81 bargaining unit teachers, who work for the District, located in Ridgway, Pennsylvania.

The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the "CBA") which was effective by its terms from July 1, 2009 to June 30, 2012. The parties met approximately 12 times for purposes of negotiating a successor CBA, reached a number of tentative agreements, but were unable to reach agreement on all issues raised during the course of bargaining. As a result, a Request for Fact-Finding was initiated by the Association.

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

Article II	Term of Agreement
Article III	Grievance Procedure
Article IV	Hours of Work and Conditions of Employment D. Emergency Leave E. Work Year
Article VI	Professional Employee Evaluation
Article VII	Compensation A. C. Hourly Compensation Rates

Article VIII	Other Employee Benefits A. Group Life Insurance B. Medical Insurance C. Waiver of Insurance Coverage G. Personal Leave Day I. Early Retirement Incentive
Article IX	Professional Development & Educational Improvement
Article XI	Childrearing Leave
Article XII	Sabbatical Leave
Appendix A	Wages and Salary
Appendix B	Extra-Curricular Activities

On June 14, 2013, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Ridgway, Pennsylvania. During the hearing, both parties were afforded a full opportunity to present testimony, examine and cross examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

Executive Session discussions were held on June 3, June 19, June 20 and June 28, 2012. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues. The parties also informed the Fact-Finder of tentative agreements that were reached.

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

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

ISSUES IN DISPUTE AND RECOMMENDATIONS

Article II – Term of Agreement

Association Position:

The Association is recommending a four (4) year CBA.

It is the position of the Association the trend for labor agreements between school districts and their employees is toward longer-term CBA's. The Association states a four year CBA can help to promote labor management stability, give employees a long-range picture of costs to enhance their financial planning, and permits staff and the District to devote more energy to areas of concern apart from negotiations.

District Position:

The District proposes a 3 year CBA under both Plan A and Plan B.

The District contends due to the uncertainty of the economy, the Affordable Care Act, retirement payments and state and federal funding, a three year contract is not only justified, but prudent. The District submits these are difficult economic times and to extend promises to employees for an extended period of time is not prudent.

Recommendation:

This Fact-Finder recognizes the parties have been working status quo since the expiration of the CBA occurred on June 30, 2012. A three (3) year term for the new CBA, effective July 1, 2012 through June 30, 2015, is recommended. Thus, the recommendations contained in this report are premised on a three (3) year CBA.

Article III – Grievance Procedure

Association Position:

The Association is willing to make modifications to the current language for “clean up” purposes. However, the Association is not willing to give up the right to protect members as provided in Act 195. It is the Association’s position to protect its membership and continue to actively represent any member who does not have the ability or desire to meet with management regarding issues of the grievance.

District Position:

The District proposes to change the language of the Article to require personal meetings between the aggrieved party and the administration. The District believes most problems that occur can be worked out if discussions are held. The District contends a professional employee who feels he has been grieved should be able to sit down and discuss the issue with the Superintendent, in an effort to discuss and settle issues as they arise.

Recommendation:

This Fact-Finder recommends that the language in this Article remain the same.

Article IV – Hours of Work and Conditions of Employment

Association Position:

Section D – Emergency Leave

The Association is opposed to the District’s proposal in Plan A and Plan B. The Association is willing to include similar language that was used for arbitration purposes on October 18, 2012:

When a professional employee, due to illness or other emergency, cannot complete the regular school day, the employee will not be charged with sick leave provided the employee has completed 50% or more of the work day, and provided further that regular teacher(s) agrees (agree) to fill in for the portion of the school day when the regular employee must be absent. The teacher replacement cannot result in an additional district cost. An emergency shall be defined as an unforeseen combination of circumstances or the resulting state that requires immediate action.

The Association states the language the District seeks does not cost the District. The Association takes the position the District’s proposal is to eliminate language used for an emergency situation and use staff to cover for other staff at no cost. The language at issue is not heavily used or abused.

Section E – Work Year

The Association is opposed to the District’s proposal in Plan A. The Association contends the District has not experienced difficulty in implementing programs and scheduling sound education for the students under the current Agreement. The Association takes the position this proposal does not address a real problem and the current language should be retained.

District Position:

Section D – Emergency Leave

The District proposes to delete this section of the Agreement. The District argues the term “other emergency” needs to be defined. The District’s proposed suggestions to define the term “other emergency” were not agreed to by the Association.

Section E – Work Year

The District proposes to increase the work year to 186 days. The District states it needed six (6) Act 80 days in the 2012-13 school year to provide continuing education and parent-teacher meetings, which resulted in the loss of 35 to 36 hours of instruction for each student. It is the District’s desire to move two of those lost days out of the student calendar by creating two additional in-service days for professional staff development. It is the District’s position this change would increase the instructional time by 11 to 12 hours per student.

The District understands the raises offered under its Plan B should not include an addition of two days for the Professional Staff, but believes the raises offered in Plan A include the addition of two days.

Recommendation:

Section D – Emergency Leave

It is the recommendation of this Fact-Finder that the language be changed to include similar language proposed by the arbitrator on October 18, 2012:

When a professional employee, due to illness or other emergency, cannot complete the regular school day, the employee will not be charged with sick leave provided the employee has completed 50% or more of the work day, and provided further that regular teacher(s) agrees (agree) to fill in for the portion of the school day when the regular employee must be absent. The teacher replacement cannot result in an additional district cost. An emergency shall be defined as an unforeseen combination of circumstances or the resulting state that requires immediate action.

Section E – Work Year

This Fact-Finder recommends no change to this Section of the CBA.

Article VI – Professional Evaluation

Association Position:

The Association is opposed to the District’s proposal. The Association does not deny the District has the right to evaluate employees. However, the Association is not willing to give up the word “openly” from the current CBA language.

The Association believes under the District’s proposal the observations, evaluations, and evidence would remain transparent. The Association contends the current CBA language is not in violation of the new teacher evaluation system. The language allows for teachers to have an open observation and establishes a reasonable time frame for the administrators and teachers to meet for meaningful discussion.

- A. All monitoring or observation of the work performance of a professional or temporary professional employee shall be openly conducted by the administration based upon the approved Differentiated Supervision Plan.
- B. Each professional or temporary professional employee will be evaluated based on the assigned categories in the Differentiated Supervision Plan.
- C. An employee shall be given a copy of any class visitor evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the employee’s file or otherwise acted upon without prior conference with the employee unless the employee fails to appear at a scheduled conference without prior notice that he/she cannot attend. No employee shall be required to sign a blank or an incomplete evaluation form.

District Position:

It is the position of the District the antiquated language in the CBA must not be carried forward to the new CBA. The District contends the teacher evaluation system has gone through significant changes the last few years and the new State approved plan should be reflected in the language of the CBA.

Recommendation:

It is this Fact-Finder’s recommendation that the Article remain the same, however, reference should be made to the new evaluation system in place.

Article VII – Compensation

Association Position:

Section A:

The Association is opposed to the District’s proposal. The Association points out the School Code does not require any employee to remain on step when an unsatisfactory rating is received. The new Teacher Effectiveness Plan does not require any employee to remain on step when an unsatisfactory rating is received or require any employee to remain on step when a Needs Improvement rating is received.

It is the position of the Association the current CBA already gives the District a one (1) year bar on moving a step for an unsatisfactory rating. The Association contends it is not willing to put members in double jeopardy to subjective and punitive pay denials. The Association takes the position the current language addresses the one (1) year step pay denial and readjustment system.

The new Teacher Effectiveness Plan contains an unsatisfactory category. Therefore, no changes need to be made to the current language.

Section C – Hourly Compensation

It is the Association’s proposal for the bargaining unit employees to be paid an hourly compensation rate for extra non-instructional pay duties at \$25.00 per hour for the duration of the CBA.

The Association contends to retain the present language in subsections 2, 3 and 4.

It is the Association’s position the teachers’ attendance at afterschool functions as authority figures justifies the \$25.00 / hour rate. The Association is proposing to remain fair and competitive in the labor market and best serve the needs of the District. The Association argues the District’s proposals in Plan and Plan B are a lesser benefit than what is currently offered in the CBA.

District Position:

Section A

It is the District’s proposal because the evaluation system has changed since this Section of the CBA has been implemented, it is necessary to update this language. The District points out it cannot overemphasize the importance of having the best teachers providing the best instruction to the students. The District states its proposed language change will make it clear the highest quality is expected in its classrooms.

Section C – Hourly Compensation

The District contends under its proposed Plan A it is in agreement with the Association as a result of offsetting contributions to insurance. Under Plan B the District would reduce the payment for extra duty pay to \$21 for all extra-duty time. The District notes the last sentence added to Section C(2) is the present and past practice of the District which needs to be incorporated into the CBA to alleviate any future misunderstanding.

Recommendation:

Section A

This Fact-Finder recommends to retain the current language in Section A.

Section C – Hourly Compensation

The Fact-Finder has reviewed the positions of the parties and it is the recommendation to increase the non-instructional pay and off duty pay to \$25.00 / hour.

Article VIII – Other Employee Benefits

Association Position:

Section A – Group Life Insurance

The Association is willing to accept the District’s offer related to Group Life Insurance, provided that the concessions the District proposes are not conditional with it.

Section B – Medical Insurance

It is the Association’s position it is opposed to the District’s proposal in Plan A and Plan B. The Association is willing to agree to the following for the purpose of settlement with a salary schedule that allows for a positive increase in income:

The School District will pay the premium for individual and family coverage for Blue Cross / Blue Shield and Major Medical Hospitalization Insurance, which includes Flex RX prescription drug insurance under the plan in existence for the 2005-2006 school year and Highmark Preferred Blue PPO as offered on July 1, 2007 through the IU 9 Healthcare Consortium. Each employee who is eligible for health insurance coverage shall annually elect his/her level of coverage of the offered indemnity plan or the offered PPO plan. The carrier and the provision of health care coverage as agreed upon by the District and the Association shall remain in effect unless both parties mutually agree to change.

The Ridgway Area School District will contribute up to the equivalent of all but the following listed employee contributions of the premium costs for the indemnity coverage of the Blue Cross, Blue Shield and Blue Cross Major Medical family plan currently in effect and for the Highmark Preferred Blue PPO plan currently in effect. Payment will be made for the employee and his/her spouse and dependent children, if any, for the plan in which the employee is enrolled.

Indemnity Coverage with Maintenance Drug Coverage

2012-2013	Individual Rate: \$7.60 / month Parent / Child Rate: \$16.68 Parent/Children Rate: \$17.81 Husband/Wife Rate: \$22.46 Family Rate: \$24.28
2013-2015	Individual Rate: \$12.60 / month Parent / Child Rate: \$21.68 Parent/Children Rate: \$22.81 Husband/Wife Rate: \$27.46 Family Rate: \$29.28
2015-2016	Individual Rate: \$17.60 / month Parent / Child Rate: \$26.68 Parent/Children Rate: \$27.81 Husband/Wife Rate: \$32.46 Family Rate: \$34.28
<u>Preferred Provider Option (PPO) Coverage</u>	
2012-2013	Individual Rate: \$7.38 / month Parent / Child Rate: \$16.14 Parent/Children Rate: \$17.28 Husband/Wife Rate: \$21.92 Family Rate: \$23.74
2012-2013	Individual Rate: \$12.38 / month Parent / Child Rate: \$21.14 Parent/Children Rate: \$22.28 Husband/Wife Rate: \$26.92 Family Rate: \$28.74
2012-2013	Individual Rate: \$17.38 / month Parent / Child Rate: \$26.14 Parent/Children Rate: \$27.28 Husband/Wife Rate: \$31.92 Family Rate: \$33.74

Such amount will be deducted one half the first pay of the month and one half the second pay of the month.

The Association takes the position the proposals of the District are not in proportion to the level of benefits that are enjoyed in the districts of comparison. The Association states the employees do not have a voice to decide the needs of its membership and cost containment because the decisions of the consortium are made by the superintendents of the IU 9 school districts. The Association submits the decision makers lacked vision when they froze healthcare costs for a minimum of seven years and enjoyed premium payment holidays for four months in 2009/2010 and 2010/2011 (two months each year). The Association argues it will not agree to an insurance contribution that does not have a hard dollar amount maximum payment that ensures employees will not have a negative salary payment for their tenure in the District.

It is the Association's position the District proposal guarantees the majority of employees will earn less of an income than the previous year. The Association points out the District previously was willing to include Indemnity Coverage. The Association contends under no circumstances is it willing to forfeit its right to determine the plans of coverage implemented and notes the current language allows for change should both parties agree.

The Association argues the District is proposing that employees pay for insurance while on unpaid leave based upon the number of days they are contracted to work. The Association contends this sort of language causes employees to pay more than the actual cost of the insurance and notes under COBRA, the maximum amount the District may charge is 100% of its actual costs plus a 2% administrative fee. Thus, the Association opposes this portion of the District's proposal.

Section C – Waiver of Insurance

The Association is opposed to the District's proposals. The Association is proposing to maintain the value of the Waiver of Insurance stipend for the value of the proposed waiver compared to the value of the benefit, it would pay for teachers to remain on the District

plan. If the value of the waiver is decreased, both the District and the employee lose. The Association points out the District initially offered the in-District spousal coverage for the waiver eligibility and questions why the District's position has now changed.

Regarding the tier of benefit participation based upon date of hire, the Association is not willing to treat new hires as less than equal when all are doing the same job for the same District to benefit the same students.

Section G – Personal Leave

The Association proposes to increase the amount of days employees may accumulate up to five (5) personal days. Any unused personal leave days in excess of five (5) shall be added to the employee's unused sick leave entitlement.

It is the Association's position personal leave is a provision which guarantees employees paid leave to conduct personal business. Employees should not suffer wage loss as a result of the necessity to perform personal business. Teachers need the ability to conduct occasional personal business during the school term. The Association points out it is requesting that personal leave days be allowed to accumulate from four (4) to five (5) days before rolling into sick leave, and notes the accumulation of one (1) day is of no additional cost to the District.

Section H – Educational Conferences and Meetings

It is the Association's proposal for all conferences and meetings approved through Article VIII: Section G, to be eligible for Act 48 credit and recorded through the District's business office.

The Association proposes reimbursement of authorized expenses will be made within fifteen (15) days after submission to the Superintendent's office on the required written report and itemized expense statement supported by receipts. Additional submitted expenses may include but are not limited to unforeseen costs such as parking, transportation, or lodging.

The Association's rationale is that educational conferences and meetings is a provision which guarantees employees full reimbursement of costs incurred in pursuit of all career training. The Association submits it is willing to agree to the District's first paragraph with the revision of the reporting ability. The Association proposes the following language: The School District will submit the Act 48 credits for any eligible conferences.

Section I – Early Retirement Incentive

The Association is opposed to the District's proposal in Plan A and Plan B. The Association submits in the past the parties agreed to an MOU to offer retiring employees \$1000 / year instead of the contracted \$500 /year of service and the retirement incentive saved the District significant costs.

The Association states since the introduction of the sick leave buy back days, this benefit has never been increased and remained stagnant for at least 8 years. The Association contends the value of the accumulated sick leave should not be reduced. It is the position of the Association a long term, realistic retirement incentive is mutually beneficial to the parties.

It is the Association's position to maintain the current language/benefit to allow employees to better compensate for the increasing costs of insurance after they are receiving a lesser income. The sum of money spent in the current language is less than two years ago when the District proposed increasing the years of service from \$500 to \$1000 / year. The Association considers the current language to guarantee a financial offset primarily for insurance benefits for retirees and dependents. The Association is not willing to move to the tier benefit approach because new hires should be treated as equal to other employees within the District who are doing the same job.

District Position:

Section A – Group Term Life Insurance

The District has included language related to Group Term Life Insurance as part of its two packages, Plan A and Plan B. Under Plan B the District offered the Association an increased life insurance benefit. The benefit would be increased from the employee's salary to two times the employee's salary.

The District's proposal in Plan A is as follows: \$1500 per year, none for spouses and none for anyone starting after 7/1/12.

The District's proposal in Plan B is as follows: \$1500 per year, none for spouses and none for anyone starting after 7/1/12.

Section B – Medical Insurance

The District contends the costs for medical insurance are unsustainable into the future. Thus, the District has submitted a two pronged proposal. The proposal is for all employees to be placed on the PPO plan for the 2013-2014 and 2014-2015 years. The District argues the lower cost PPO would save approximately \$10,500 per year.

The District proposes in the second part of the proposal to raise the monthly contributions paid by the employees. The District recognizes the past and present contributions are significantly below those paid by most of the working taxpayers. The District takes

the position it did not propose increasing deductibles or “watering down” the plans, but is asking the bargaining unit employees to join their fellow taxpayers in reducing the overall cost of health coverage.

The District submits Plan A has monthly contributions ranging from \$45 for single coverage to \$146 for family coverage. Plan B has monthly contributions ranging from \$32 to \$119. Any increase in premiums for 2014-15 and future years would be paid 50% by the District and 50% by the employee.

Specifically under Plan A the District proposes the following:

Move all employees to PPO Plan.

2013-14 Monthly Contributions:

Single		\$45
Parent & Child	\$113	
Parent & Children		\$118
Husband & Wife	\$139	
Family		\$146

2014-15 Monthly Contributions:

2013-14 amounts plus 50% of any increase.

Under Plan B the District proposes:

Move all employees to PPO Plan.

2013-14 Monthly Contributions:

Single		\$32
Parent & Child	\$94	
Parent & Children		\$97
Husband & Wife	\$113	
Family		\$119

2014-15 Monthly Contributions:

2013-14 amounts plus 50% of any increase.

Section C – Waiver of Insurance

The District proposes to reduce the “opt out” for insurance for married couples both employed by the District from \$3000 to \$1500 per year. The District points out it paid \$30,000 plus applicable rates for the 2012-13 school year for the 10 individuals who opted out. The District contends it does not make sense to pay an “opt out” of insurance already provided.

The District proposes to eliminate the “opt out” amount for employees who start after 7/1/12.

Section G – Personal Leave Day

It is the District’s position not to change this section of the CBA. The District points out the CBA provides two personal days per year for use by the employees, which could calculate up to four days or be converted to sick days.

The District states it has great teachers. The best way to serve the students is to maximize the time the teachers have with the students. Placing a substitute in a classroom for an entire week does not have the same educational benefit as having the regular teacher educating the students. The District concludes there is no reason to add another accumulated day.

Section H – Educational Conference and Meetings

The District contends it originally proposed the language in Section H(2) only, and the additional changes have been made as a result of discussion with the Association. The District asserts the 75% advance clause has not been used in recent years and with the reimbursement of the employee in 15 days it is possible for the employee to have the money in hand prior to the due date of the credit card charged. The District notes it will also prepay tuition or registration fees and hotel costs when requested by the employee after Board approval of the trip and proper requisition for payment. The District proposes it will work with the Association on matters of a particular situation whenever the need arises, so there is no need for language to be included in addition to the District’s proposal.

Section I – Early Retirement Incentive

The District points out there is nothing in the current CBA that is an incentive to retire early. There is a payment at the time of retirement which pays the employees for unused sick days and years of service.

The District requests to rename the section to Retirement Payments and purposes the following:

For any employee hired after July 1, 2012, the employee would be limited to the accumulation of one year of sick days. (186 days under Plan A and 184 days under Plan B) This would not affect the unlimited accumulation of sick days for use as sick days.

The District proposes to freeze the \$500 per year payment at the years of service earned prior to July 1, 2013. The District proposes to start an employer matching program effective 2013-2014 which would match the first \$100 contributed to a 403 (b) plan by the professional employee, with more than five years of service under Plan A and the first \$150 per year under Plan B. This would enable the District to even out the cost of the retirement payments over the career of an individual rather than all at once.

Recommendation:

Section A – Life Insurance

The Fact-Finder rejects the proposals related to Life Insurance and recommends for the language to remain unchanged.

Section B – Medical Insurance

It is recommended that the language pertaining to the medical insurance remain the same. However, the co-payment amounts contained in the Agreement are to be increased as follows:

Indemnity Coverage with Maintenance Drug Coverage

2012-2013	Individual Rate: \$7.60 / month Parent / Child Rate: \$16.68 Parent/Children Rate: \$17.81 Husband/Wife Rate: \$22.46 Family Rate: \$24.28
2013-2014	Individual Rate: \$12.60 / month Parent / Child Rate: \$21.68 Parent/Children Rate: \$22.81 Husband/Wife Rate: \$27.46 Family Rate: \$29.28
2014-2015	Individual Rate: \$17.60 / month Parent / Child Rate: \$26.68 Parent/Children Rate: \$27.81 Husband/Wife Rate: \$32.46 Family Rate: \$34.28

Preferred Provider Option (PPO) Coverage

2012-2013	Individual Rate: \$7.38 / month Parent / Child Rate: \$16.14 Parent/Children Rate: \$17.28 Husband/Wife Rate: \$21.92 Family Rate: \$23.74
2013-2014	Individual Rate: \$12.38 / month Parent / Child Rate: \$21.14 Parent/Children Rate: \$22.28 Husband/Wife Rate: \$26.92 Family Rate: \$28.74
2014-2015	Individual Rate: \$17.38 / month Parent / Child Rate: \$26.14 Parent/Children Rate: \$27.28 Husband/Wife Rate: \$31.92 Family Rate: \$33.74

Section C – Waiver of Insurance

It is the recommendation of this Fact-Finder that the District's proposal to reduce the opt out amount for married couples should be accepted at the rate of \$1500.00 per year for all employees who participate in the waiver. This benefit should be applicable to all eligible employees, regardless of the date of hire.

Section G – Personal Leave

The Fact-Finder rejects the proposals related to personal leave and recommends for the language to remain the same.

Section H – Educational Conferences and Meetings

It is this Fact-Finder's recommendation to accept the District's proposal related to this Section of the CBA.

Section I – Early Retirement Incentive

After carefully considering the proposals of the parties, it is the Fact-Finder's recommendation to retain the language currently contained in this Section.

Article IX – Professional Development and Education

Association Position:

The Association is opposed to the District's proposal of Plan A and Plan B. The Association has offered the following for settlement purposes:

A. A professional employee will be reimbursed for the actual tuition cost, not to exceed the State Higher University System Rate per credit for all earned credits subject to the limitations outlined in subsections B through J of this Article.

B. Reimbursement will be made for a minimum of twelve (12) credits per student year or more if required by an approved cohort/program of study for the duration of the contract. Unlimited credits or credits beyond cohort requirements may be taken during the summer months.

C. Reimbursement will be made in the month following the member's filing with the Superintendent of Schools a valid transcript of grade report of credit completed.

D. Only credits earned by teachers while employed by the Ridgway Area School District are eligible for reimbursement.

E. Credits must be earned in a study at colleges and universities recognized by the Department of Education of Pennsylvania and shall not include credits earned in a correspondence study. Correspondence study refers to any course that provides college credit through an interchange of written communication between the student and the teacher. Faculty members will not seek reimbursement for course credit unless it can be demonstrated that a portion of said course allows for an in person instructional environment and assessment between teacher and a student.

F. The course study must be approved by the Superintendent of Schools prior to the beginning of the work and will be approved providing:

1. The course study must be approved by an accredited college or university.

2. The courses are in the teacher's area of certification.

3. The courses are in-service credits in a program approved by the Department of Education and are applicable for permanent certification.

G. Reimbursement will not be paid for any undergraduate course in which a letter grade of less than B or P is attained or for any graduate course in which a letter grade of less than B or P is attained. An individual election to take a course on a pass-fail basis shall receive the appropriate reimbursement if a passing grade is obtained.

K. Tuition reimbursement does not become a permanent part of employee salary.

L. delete language

M. Once reimbursement for credits is paid for the first twelve (12) credits or cohort required credits, the teacher agrees to teach in the Ridgway Area School District for at least two (2) semesters beyond the completion date of the reimbursed course unless physically unable to do so. If the two-semester requirement is not fulfilled, the teacher must refund the reimbursement unless failure to fulfill this clause is caused by disability or furlough.

N. Once reimbursement for credits is paid for credits beyond the first twelve (12) cohort required credits, the teacher agrees to teach in the Ridgway Area School District for at least four (4) semesters beyond the completion date of the reimbursed course unless physically unable to do so. If the four-semester requirement is not fulfilled, the teacher must refund the reimbursement at the rates listed below unless failure to fulfill this clause is caused by disability or furlough.

- Departure within one (1) semester 100% reimbursement
- Departure within two (2) semesters 100% reimbursement
- Departure within three (3) semesters 50% reimbursement
- Departure within four (4) semesters 25% reimbursement

It is the position of the Association that rapid and constant societal change mandates that employees be updated on curriculum content, teaching methods and materials, educational philosophy and goals, social change, and other related topics of education. The Association contends the District and the students are the ultimate beneficiaries of continued training, thus the Association is seeking to compromise with the District and not allow for an unreasonable bar of returned service.

The Association states the District has failed to demonstrate the current language related to the reimbursement rate is problematic. The Association contends none of the districts in comparison have a four year return service to the district after taking college credits.

District Position:

Section A

The District points out for the 2011-2012 fiscal year, it paid \$70,725 in credit reimbursement for college courses. The District states the State University System rate per credit in 2012-2013 is \$429.00. The District proposes to discontinue being tied to the State University System credit amount. The District proposes using the amount of \$450 per credit for the three year period.

Section B

The District contends it has no problem with the Association’s latest language on this section, except there should be some pre-approval of the cohort structure prior to the initial course. The individual courses could be handled like any college course as they are taking. The District asserts this would make it aware of additional credits being taken during the year.

Section F

The District proposed the changes to this section for clarification purposes only. The District states the changes do not have any impact on what has been the process in the past. The goal is to ensure clarity.

Section G

The District submits both proposals for this section have made a change for graduate courses to a “B” or better.

Section M

The District has proposed requiring a two year work requirement as proposed to the current Agreement language. The District notes the cost of paying for college credits is very high. The District does not believe asking for a two year commitment on the part of an employee who has received credits is excessive. By not expanding the work requirement, the District is losing time by agreeing to the payment of unlimited credits. The District points out the investment in professional development is made by and for the District, not another district. A two year commitment seems appropriate and should not be prorated.

Recommendation:

It is the Fact-Finder’s recommendation to accept the Association’s proposal on this matter. However, Section M should read as follows:

M. Once reimbursement for credits is paid for the first twelve (12) credits or cohort required credits, the teacher agrees to teach in the Ridgway Area School District for at least two (2) years beyond the completion date of the reimbursed course unless physically unable to do so. If the two-year requirement is not fulfilled, the teacher must refund the reimbursement unless failure to fulfill this clause is caused by disability or furlough.

Section N is to be excluded.

Article XI – Childrearing Leave

Association Position:

The Association is opposed to the District’s proposal in Plan A and Plan B. The Association contends employees should not be forced to place their jobs in jeopardy when a leave of absence becomes necessary for childrearing. It is the position of the Association the District’s proposal is not congruent with the requirements as mandated in the Family Medical Leave Act. The Association states under

the current Agreement the District is obligated to return the employee to his/her original position. Under the mandates of FMLA, the District is obligated to return the employee to his/her original position or an equivalent position.

District Position:

Section B (6)

The District proposes to change the language from the word “will” to “may”. The District states this proposal was made to do what is best for the students and their continuity of education. The District is not suggesting the Professional Employee would not be returned to a position within the District as indicated by the employee’s certifications. The question is whether a professional employee has the right to disrupt a classroom after taking a one year leave. The District is concerned for the professional employee who has taken a childrearing leave being placed back in a classroom prior to mandated testing and being held responsible to the PDE for the test scores and the student data associated with those students for evaluation purposes.

Recommendation:

After carefully reviewing the proposals submitted by the parties, it is the Fact-Finder’s recommendation to retain the language of the CBA. However, if a particular circumstances arises that may result in not being in the best interest for the District to return a teacher to his or her equivalent position for a period of 30 days or more, the parties must meet to discuss their concerns before the District makes a decision on the matter.

Article XII – Sabbatical Leave

Association Position:

The Association is opposed to the District’s proposal in Plan A and Plan B. The Association contends sabbatical leave is a provision which guarantees employees paid leave in accordance with the Pennsylvania School Code for study, or restoration of health. The Association points out when statutory benefits are included in a collective bargaining agreement, resolution of disputes over application is affected more quickly through arbitration than through the courts. The Association states by having language in place, the District and the Association are able to have clear procedures that reduce the chances of misinterpretation.

District Position:

The Districts contends the sabbatical leave policy should not be attached to the Agreement and a reference to the policies should suffice. The District submits copies of the policies are available on the website.

Recommendation:

It is recommended to retain the current language in this Article.

Appendix A – Wages and Salary

Association Position:

Salary Schedule

It is the Association’s position its current proposals for salary increases would provide the following annual average dollar and percentage increase for the bargaining unit:

2012-2013	\$1,570 (2.93%)
2013-2014	\$1,570 (2.84%)
2014-2015	\$1,531 (2.70%)
2015-2016	\$1,478 (2.53%)

The Association contends its proposal for salary increases is not unrealistic or unreasonable, when compared to the average of negotiated increases in the surrounding areas and across the state. The Association submits its proposal is required to maintain integrity between the salaries earned by the staff and their colleagues in similar districts in the labor market.

The Association points out the teachers work at an extremely high level of professionalism and deserve that recognition. The teachers are cooperative, innovative and willing to work hard to provide a quality education to the students of the community. The Association believes the District should provide a rate of compensation appropriate for this staff in this teacher labor market.

Retroactivity

The Association opposes the District’s proposal in Plan A and Plan B for no retroactivity and it is the Association’s position no plan for retroactivity lacks good business ethics and causes poor morale. The Association states after the time the Agreement expired the teachers did not stop teaching, continued to do professional development activities, and continued working in the best interest of the students. It is the Association’s position the professional educators did not stop making a difference after the Agreement expired.

District Position:

Salary Schedule

The District proposes the following percentage increases:

Plan A: 0%, 2%, 2%

Plan B: 0%, 1.25%, 1.5%

The District contends under Plan A it would provide \$248,921 in new dollars and under Plan B \$165,621 new dollars would be provided. The District argues there is a significant final difference in what it is offering and what the Association is proposing.

Retroactivity

The District opposes retroactive pay as a part of any agreement.

Recommendation:

Salary Schedule

Upon carefully reviewing the background information and relevant evidence that has been submitted by the parties, this Fact-Finder recommends for the parties to adopt the following salary schedules. These salary scales represent the following:

2012-2013	step movement only, \$500 off scale raise for top step
2013-2014	2.75% (includes step movement)
2014-2015	2.50% (includes step movement)

RIDGWAY AREA 2012-2013

Steps					
<u>From</u>					
<u>Top</u>	<u>In-Contract</u>	Bachelors	Masters	M+15	M+30
17	1	40,598	42,658	44,718	46,778
16	2	42,039	44,099	46,159	48,219
15	3	43,480	45,540	47,600	49,660
14	4	44,921	46,981	49,041	51,101
13	5	46,362	48,422	50,482	52,542
12	6	47,803	49,863	51,923	53,983
11	7	49,244	51,304	53,364	55,424
10	8	50,685	52,745	54,805	56,865
9	9	52,126	54,186	56,246	58,306
8	10	53,567	55,627	57,687	59,747
7	11	55,008	57,068	59,128	61,188
6	12	56,449	58,509	60,569	62,629
5	13	57,890	59,950	62,010	64,070
4	14	59,331	61,391	63,451	65,511
3	15	60,772	62,832	64,892	66,952
2	16	62,213	64,273	66,333	68,393
1	17	63,654	65,714	67,774	69,834
Top	18	65,095	67,155	69,215	71,275

RIDGWAY AREA 2013-2014

Steps					
<u>From</u>					
<u>Top</u>	<u>In-Contract</u>	Bachelors	Masters	M+15	M+30
17	1	40,748	42,808	44,868	46,928
16	2	42,189	44,249	46,309	48,369
15	3	43,630	45,690	47,750	49,810

14	4	45,071	47,131	49,191	51,251
13	5	46,512	48,572	50,632	52,692
12	6	47,953	50,013	52,073	54,133
11	7	49,394	51,454	53,514	55,574
10	8	50,835	52,895	54,955	57,015
9	9	52,276	54,336	56,396	58,456
8	10	53,717	55,777	57,837	59,897
7	11	55,158	57,218	59,278	61,338
6	12	56,599	58,659	60,719	62,779
5	13	58,040	60,100	62,160	64,220
4	14	59,481	61,541	63,601	65,661
3	15	60,922	62,982	65,042	67,102
2	16	62,363	64,423	66,483	68,543
1	17	63,804	65,864	67,924	69,984
Top	18	65,245	67,305	69,365	71,425

RIDGWAY AREA 2014-2015

Steps

<u>From</u>	<u>In Contract</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>
17	1	40,887	42,947	45,007	47,067
16	2	42,328	44,388	46,448	48,508
15	3	43,769	45,829	47,889	49,949
14	4	45,210	47,270	49,330	51,390
13	5	46,651	48,711	50,771	52,831
12	6	48,092	50,152	52,212	54,272
11	7	49,533	51,593	53,653	55,713
10	8	50,974	53,034	55,094	57,154
9	9	52,415	54,475	56,535	58,595
8	10	53,856	55,916	57,976	60,036
7	11	55,297	57,357	59,417	61,477
6	12	56,738	58,798	60,858	62,918
5	13	58,179	60,239	62,299	64,359
4	14	59,620	61,680	63,740	65,800
3	15	61,061	63,121	65,181	67,241
2	16	62,502	64,562	66,622	68,682
1	17	63,943	66,003	68,063	70,123
Top	18	65,384	67,444	69,504	71,564

Retroactivity:

It is the recommendation of this Fact-Finder that retroactivity should be paid back to the date of the expiration of the CBA.

Appendix B – Extra Curricular Activities

Association Position:

The Association is opposed to the District’s proposed Plan A and Plan B.

The Association seeks to maintain competitive increases in supplemental areas. The Association believes a competitive salary will attract and keep more District employees to better service its needs and concerns. It is the position of the Association if competitive salaries cease to exist, bargaining unit members may relinquish the filling of current positions and the District would be forced to hire non-bargaining unit employees at lesser cost, who may have less vested interest in the positions as current employees.

District Position:

The District proposes to simplify this Appendix by creating a starting point for 2012-2013 and raising the pay each year based on the percentage increase for salaries for the 2013-2014 and 2014-2015 years. Plan A would be 2%, and 2% and Plan B would be 1.25% and 1.5%.

Recommendation:

It is this Fact-Finder's recommendation that the following raises are to be allotted to the supplemental positions:

2012-2013	1.5%
2013-2014	1.75%
2014-2015	2.0%

TENTATIVE AGREEMENTS

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

CONCLUSION

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

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

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

Michelle Miller-Kotula
Fact-Finder
Washington, Pennsylvania

Issued: July 1, 2013