

**Commonwealth of Pennsylvania
Pennsylvania Labor Relations Board**

In the Matter of the Impasse Between)	
Bristol Township Education Association)	
And)	ACT 88-20-1-E
Bristol Township School District)	

FACT FINDING REPORT AND RECOMMENDATIONS

APPEARANCES:

For the Association:

Allison Bronson

Pa State Education Association

601 Bethlehem Pike Building C

Montgomeryville, PA 18936

For the District:

David F. Conn, Esquire

Sweet, Stevens, Katz & Williams, LLP

331 E. Butler Ave.

New Britain, PA 18901

BACKGROUND:

On April 21, 2020, the Pennsylvania Labor Relations Board (PLRB) appointed the undersigned as fact finder pursuant to ACT 88 and the Public Employee Relations Act (PERA) in the impasse between Bristol Township Education Association (Association) and the Bristol Township School District (District) for the District’s professional employees.

The parties to this dispute have a mature collective bargaining relationship, the most recent collective bargaining agreement between the parties being a five (5) year agreement that expired August 31, 2019. The parties have been unable to reach a successor agreement, and in fact, have been working nearly a year without one. Impasse was declared and a joint request for fact finding was submitted on February 24, 2020. Due to the COVID-19 pandemic and mass office closures, action on the request experienced a delay until the April, 2020 PLRB Board meeting. The PLRB granted the request

and ordered fact finding. Pursuant to this order, the above listed fact finder was appointed on April 24, 2020 to serve.

The fact finding hearing was held upon mutual agreement on May 27, 2020 at 10:00 AM via ZOOM video-conferencing, due to a governmental stay-at-home order in effect. At that time, the parties were afforded a full opportunity to present testimony, cross examine witnesses and introduce documentary evidence in support of their respective positions. The parties presented extensive documentary exhibits and reports as well as testimony. Indicative of the parties' diligent efforts in negotiations prior to fact finding, tentative agreements were reached on a substantial number of issues. At the conclusion of the hearing, the record closed, and the matter is now ready for the within report of Recommendations.

OVERVIEW:

The Bristol Township School District is located in Bristol Township in Bucks County. The District covers an area that could be considered "urban" in nature that is nearly fully-developed, containing many leisure and hospitality occupations, as opposed to being considered "suburban." The District schools service approximately 6,420 students in grades K-12, with approximately 1,400 students receiving some type of special education services, and approximately 68% of students receiving either free or subsidized lunches. The average teacher salary is \$86,431, and the bargaining unit is comprised of 454 professional members, not including a cadre of substitutes which cost the District approximately \$500,000 annually. The student-to-teacher ratio is approximately 15:1.

The Association entered these negotiations and resultant fact finding recognizing the inherent difficulties of negotiating with a District possessing the highest school real estate tax assessment in the County in a period where the District was seeking language modifications allowing it to exercise greater flexibility. The Association was seeking modest wage increases from the onset of negotiations for its members that wouldn't be eroded by increased benefit premium share levies. They were also amenable to increasing the number of steps on the salary schedule in an effort to work towards the equalization of dollar differentials between the various steps. They sought minor language changes in several Articles of the Agreement, and they sought a longer term agreement in favor of labor peace and putting contentious negotiations behind them. While acknowledging that increasing benefit costs are a reality, the Association stresses its members have been frustrated by two (2) salary freezes in the expiring Agreement, and multiple other freezes in the prior ten (10) years. The members have had to adjust their instructional skills and techniques since the March, 2020 closures of classrooms due to COVID-19, but have performed their duties courageously, diligently and commendably in spite of these challenges.

The District entered these negotiations envisioning budget deficits due to revenue shortfalls and expanding capital project needs in a Township already suffering from the highest tax burden in Bucks County. The District contended that the Association members already enjoy one of the more favorable compensation and benefit packages in the area, given the Township's disadvantaged financial state and reliance on high real estate taxes. The District's proposals sought language changes in several Articles providing greater managerial discretion in its operations, as well as increasing teacher-student contact

time and the number of professional development days. Finally, the District sought language changes eliminating what it viewed as troublesome past practices which limited managerial operations.

Approximately two (2) weeks subsequent to the mutual filing for fact finding based on the parties reaching negotiations impasse, the COVID-19 pandemic began ravaging in full force the nation's health, economic, education and social structures. United States unemployment rose to the highest levels since the Great Depression. Schools closed for the remainder of the 2019/2020 academic year; many businesses faced the possibility of closing permanently. With this catastrophic and uncertain background, the parties were forced to re-evaluate their respective positions. With many questions to be answered with no specific solutions in sight, especially in the areas of governmental funding, administering the mechanics of a new school year, and the unknown financial fallout upon the citizenry of Bristol Township, already difficult contract negotiations became much more challenging, riddled with the uncertainty of what the "new normal" way of life would bring. It is within this atmosphere of uncertainty that the fact finding hearing occurred on May 27, 2020 and the following Report and Recommendations are offered.

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

- The expired collective bargaining agreement.
- The reliable and credible testimony provided, the evidence presented at the Fact Finding hearing, and further clarifications given to questions of this Fact Finder.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and employees doing similar work, giving consideration to factors peculiar to Bristol Township School District.
- The interest and welfare of taxpayers and the ability of Bristol Township School District to finance and administer the Recommendations 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 collective bargaining agreement created through this process.
- The effect the COVID-19 pandemic has had on working conditions, the citizens of Bristol Township, the financial implications on the School District, and the uncertainty of the future impact of the pandemic.

The Recommendations that follow constitute the settlement proposals upon which the parties are now required to act as directed by PLRB regulation and statute. A vote to accept the report does not constitute agreement with, nor endorsement of the rationale contained therein. Rather, it represents only an agreement to resolve the issues by adopting the Recommendations. The parties are directed to review the report and within ten (10) days, notify the PLRB of their decision to “accept” or “reject” the Recommendations. The report will be released to the public if not accepted by one or both of the parties.

OPEN ISSUES:

The Association and the District identified the following issues remaining in dispute and open at the time of the fact finding hearing.

1. **ARTICLE II- TERM OF AGREEMENT**
2. **ARTICLE IV-A.- WAGE AND SALARY PROVISIONS**
3. **ARTICLE IV-B.- WAGE AND SALARY PROVISIONS- POLICIES AND REGULATIONS CONCERNING PROFESSIONAL SALARIES**
 - 1.-Professional Advancement
4. **4. ARTICLE IV-B.10-Retirement Incentive**
5. **ARTICLE IV-B.11-Co-Curricular and Extension Education**
6. **ARTICLE IV-B.11-Posting requirements for Coaching Positions**
7. **ARTICLE IV- B.11-Co-Curricular Position/Points**
8. **ARTICLE V- OTHER EMPLOYEE BENEFITS- A- Medical Insurances**
9. **ARTICLE V -OTHER EMPLOYEE BENEFITS-E- Medical Insurance for Retirees**
10. **ARTICLE V-OTHER EMPLOYEE BENEFITS- H- Personal Leave**
11. **ARTICLE V-OTHER EMPLOYEE BENEFITS- I-Family Illness Leave**
12. **ARTICLE V- OTHER EMPLOYEE BENEFITS-Q (NEW) - Sick Leave**
13. **ARTICLE V-OTHER EMPLOYEE BENEFITS-T- Graduate/Professional development**
14. **ARTICLE V- OTHER EMPLOYEE BENEFITS-V- Fair Share**
15. **ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT**
 - A. -Teacher Work Year
16. **ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT**

C. Teacher Work Load-Elementary

C. -Teacher Work Load-Elementary

17. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

D. - Teacher Work Load-Secondary

18. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

H. – Meetings

19. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

J. –Sign-In

20. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

M. –Specialists

21. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

P.3. – Class Size- Secondary

22. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

P.4.- Class Size- Special Education

23. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

Q.5.a. – Involuntary Transfer

24. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

Z.- Elementary Evening Conferences

25. ARTICLE XI- WAIVERS

26. ARTICLE IV- WAGE AND SALARY PROVISIONS

B. 12.- Department Chairperson/Lead Teacher

DISCUSSION AND RECOMMENDATIONS:

1. ARTICLE II- TERM OF AGREEMENT

ASSOCIATION POSITION:

The Association seeks labor peace for the bargaining unit and therefore proposes a five (5) year term (9/1/19-8/31/24). The Association stressed that a long and disconcerting history of protracted negotiations with multiple years of status quo exists between the parties. Labor peace that enables the building of positive working relationships between the parties is paramount to the Association, as well as elimination of the extraordinary amount of time, effort and resources that are a requirement of properly prepared negotiations.

DISTRICT POSITION:

The District cites an unprecedented series of years of uncertainty that existed **prior** to uncertainties and difficulties created by COVID-19. Based on a projected revenue shortfall, and in conjunction with the fact the District already has one of the highest tax millage rates in the Commonwealth, the District argues it is not in either side's interest to commit to a long term contract. With the potential for massive remobilization and COVID-compliance costs for an unknown period of time in the present and future school years, the District proposes a four (4) year term (9/1/19-8/31/23).

RECOMMENDATION AND RATIONALE:

In appreciation of the history of protracted negotiations resulting in several "status quo" years, and in light of the fact year one (1) is over 75% complete and nearing "status quo " during current negotiations, the natural inclination would be a recommendation to adopt the Association proposal of a five (5) year term. However, in consideration of the projected financial difficulties **prior** to the pandemic, combined with the uncertainties projected over an unknown length of time due to the pandemic, I believe proceeding with caution is the more prudent route for all parties, especially the taxpayer of Bristol Township. Therefore, I recommend adoption of the District proposal of a four (4) year term of agreement (9/1/19-8/31/23).

2. ARTICLE IV-WAGE AND SALARY PROVISIONS, A:

ASSOCIATION POSITION:

The Association proposal is based on a five (5) year Agreement with a plan to smooth increments between steps by adding two (2) steps and intentionally placing dollars within cells to minimize salary schedule differences. The Association proposes the following salary increases, inclusive of increment:

- 2019-2020-**2.88%**
- 2020-2021-**2.65%**
- 2021-2022-**2.46%**
- 2022-2023-**2.44%**
- 2023-2024-**2.556%**

The Association points out that the District fund balances are sufficient to provide the Association's requested raises. It stresses that in each of the five (5) previous years, the District budgeted for a deficit, but actually realized surpluses in all those years. While the District will argue that tax millage is high and there have been many recent tax increases, the Township's millage rates have only increased by about one-third of the amount allowed by the ACT 1 Index. The Association argues that by not increasing millage to the full amount permitted under the Index, the District is "leaving money on the table" that could be utilized to fund District needs, including salaries of this bargaining unit. Furthermore, the Association contends that in each of the previous five years, the District has overestimated expenditures in its budgets by about \$3.4 million each year. At the same time, the District has underestimated the revenue it would receive in four (4) of the five (5) years, when full realization indicated that the actual revenue exceeded that which was budgeted by a comfortable margin. Finally, the Association concludes that as a share of total expenditures, the District's General Fund Balance has been at an increasingly comfortable share of the District's actual total expenditures, rising from about four (4) % to about eighteen (18) % over the last five (5) years.

In addressing comparative County School District salary provisions, the District proposal falls below the average raise without increment in 2019-2020 by about \$600, and in 2020-2021 by about \$740. When considering factoring in increments, the District proposal falls below average about \$2,200 and \$2,300 respectively, in the same contract years. Additionally, the starting salary proposal would result in below average starting salaries in all years, when compared to neighboring districts. Finally, the Association data reveals career salaries (Masters maximum) and 2018-2019 career rates are below the average of comparable districts.

DISTRICT POSITION:

The District states that even prior to the pandemic, the budget was going to result in a deficit without any additional costs that will likely need to be incurred and addressed. When school resumes in Fall 2020, the situation becomes even more bleak, with recommended and regulated pandemic/ post pandemic protocols and procedures that are nearly impossible to account for in the budget. Additionally, revenues will certainly be down, due to high unemployment and no proposed governmental assistance to address the shortfalls. While the Association stresses that the ACT 1 index could be increased, it would be unconscionable to the citizenry as the tax burden is the highest in the County of any district. Even if it were increased, it would not adequately fund necessary capital improvements (which will need to be delayed even further) and the proposed Association increases in compensation.

The District points out that the current member average salaries are in the top ten (10) % of Pennsylvania Districts. Furthermore, roughly half the members are on the top step of the pay scale, strongly suggesting that teachers are staying with the District rather than seeking pay elsewhere. The District states that members accelerate through salary steps fastest in the County, and that annual built-in step increases are the largest among Bucks County Districts, averaging five (5)%, and when combined with average column increases, the average is an unsustainable seven (7)%. Finally, while the Association stresses the District enjoys a healthy fund balance overall, what occurred is what is typical of prudent business managers, in that they attempt to make sure districts do not overspend and they work to preserve a fund balance for unexpected liabilities, much like what is occurring and about to occur to a greater extent. Specifically, the District offers the following salary proposal:

2019-2020- Status Quo-Salary Freeze-No Step or Column Movement

2020-2021- Status Quo-Salary Freeze-No Step or Column Movement

2021-2022- Employees Move Step and Column

2022-2023- Employees Move Column Only

The District Also Proposes the Addition of Nine (9) Step

RECOMMENDATION AND RATIONALE:

I have thoroughly reviewed the parties' respective salary proposals and accompanying pay scales. I understand and appreciate the Association position of wanting to remain competitive with other districts and not have imposed freezes or experience increases that are undercut by increasing employee benefit premium shares. I especially appreciate both parties' desires to add steps to salary schedule to smooth increment differences which have resulted in member increases ranging from \$1,081 to \$5,494, depending on the particular step. I take note that both parties have presented different methods of obtaining increment equity.

After extensive review of the parties' proposals and justifications, I submit the following recommendation with rationale and accompanying pay scales.

2019-2020- Status Quo-No Step or Column Movement.

I recommend adding a new additional Step 2, 5 and 6 to Salary Scale, as noted. This works to level out in a more equitable fashion steps at the bottom of the scale. No employee actually moves Steps, they are merely re-numbered.

2020-2021- Status Quo- No Step or Column Movement.

In recognition of the certain financial burden at an unknown level of impact that the District faces due to the pandemic at the start of the Fall 2020 School Year, I recommend status quo to provide the District the opportunity to properly address unforeseen circumstances without placing financial burden upon taxpayers. In recognition that the Association members have diligently and commendably performed their duties through these unprecedented times and have experienced salary freezes in the recent past, I recommend a one-time, off-scale lump sum of \$750.00 be paid to members in active status on January 1, 2021. The lump sum is to be paid the first pay day after January 1, 2021. The date of lump sum payment allows the District time to respond during the Fall semester to anticipated burdens, without an increased burden addressing salary increases. This lump sum is not reflected in the wage scale and does not count towards retirement earnings. The amount of the lump sum represents the average dollar increase in other County Districts without increment in 2020-2021.

2021-2022- Employees Move One Step and Column (if eligible). No dollar increase to cells, except add \$750 to Step 0, All Columns. This is recommended to keep hiring rate competitive with neighboring Districts. Additionally, I recommended adding two (2) Steps to top of scale, at 1.75% increase per Step, All Columns. This is recommended to smooth out steps in a more equitable fashion at the top of scale. This also represents a fair and equitable dollar/increment increase at top of scale and keeps the top of scale rate competitive.

2022-2023- Employees Move One Step and Column (if eligible). No dollar increase to cells, except add \$750 to Step 0, All Columns. This is recommended to keep the hiring rate competitive with neighboring Districts.

BRISTOL TOWNSHIP SCHOOL DISTRICT

2019-2020

Status Quo

Add New Step 2, 5, 6

	BS	BS15	BS30	MS	MS15	MS30	MS45	MS60	Ed D
0	46,387	48,279	50,530	51,341	52,782	54,404	56,205	57,736	59,177
1	48,909	51,071	53,683	54,494	56,205	58,006	60,078	61,699	63,411
2	50,935	53,142	55,844	56,701	58,457	60,304	62,465	64,221	65,978
3	52,962	55,214	58,006	58,907	60,709	62,600	64,852	66,743	68,545
4	54,898	57,511	60,303	61,519	63,321	65,211	67,509	69,400	71,292
5	56,835	59,808	62,600	64,131	65,933	67,824	70,166	72,058	74,039
6	58,862	61,700	65,077	66,743	68,275	70,121	72,373	74,219	76,112
7	60,889	63,591	67,554	68,905	70,616	72,418	74,580	76,381	78,183
8	63,591	66,203	70,616	71,968	73,769	75,030	77,732	79,444	81,245
9	66,203	68,905	73,769	75,030	76,831	78,633	80,795	82,596	84,307
10	68,905	71,517	76,831	78,183	80,344	82,146	84,307	86,109	87,820
11	71,517	74,219	79,894	82,146	84,307	86,109	87,820	89,622	91,423
12	74,580	76,831	83,407	86,109	88,271	90,522	92,324	94,035	95,837
13	78,183	80,344	87,460	90,072	92,324	94,936	96,737	98,449	100,250
14	79,263	81,425	88,541	91,153	93,405	96,017	97,818	99,530	101,331
15	81,335	83,497	90,612	93,225	95,476	98,088	99,890	101,601	103,403

BRISTOL TOWNSHIP SCHOOL DISTRICT

2020-2021

Status Quo

	BS	BS15	BS30	MS	MS15	MS30	MS45	MS60	Ed D
0	46,387	48,279	50,530	51,341	52,782	54,404	56,205	57,736	59,177
1	48,909	51,071	53,683	54,494	56,205	58,006	60,078	61,699	63,411
2	50,935	53,142	55,844	56,701	58,457	60,304	62,465	64,221	65,978
3	52,962	55,214	58,006	58,907	60,709	62,600	64,852	66,743	68,545
4	54,898	57,511	60,303	61,519	63,321	65,211	67,509	69,400	71,292
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6	58,862	61,700	65,077	66,743	68,275	70,121	72,373	74,219	76,112
7	60,889	63,591	67,554	68,905	70,616	72,418	74,580	76,381	78,183
8	63,591	66,203	70,616	71,968	73,769	75,030	77,732	79,444	81,245
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15	81,335	83,497	90,612	93,225	95,476	98,088	99,890	101,601	103,403

BRISTOL TOWNSHIP SCHOOL DISTRICT

2021-2022

Full Step/Full Column Movement

Add \$750 to Step 0 - All Columns

Add 2 Steps to Top of Scale at 1.75% per Step at Top-All Columns

	BS	BS15	BS30	MS	MS15	MS30	MS45	MS60	Ed D
0	47,137	49,029	51,280	52,091	53,532	55,154	56,955	58,486	59,927
1	48,909	51,071	53,683	54,494	56,205	58,006	60,078	61,699	63,411
2	50,935	53,142	55,844	56,701	58,457	60,304	62,465	64,221	65,978
3	52,962	55,214	58,006	58,907	60,709	62,600	64,852	66,743	68,545
4	54,898	57,511	60,303	61,519	63,321	65,211	67,509	69,400	71,292
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15	81,335	83,497	90,612	93,225	95,476	98,088	99,890	101,601	103,403
16	82,758	84,958	92,198	94,856	97,147	99,805	101,638	103,379	105,212
17	84,207	86,445	93,812	96,516	98,847	101,552	103,417	105,188	107,053

BRISTOL TOWNSHIP SCHOOL DISTRICT
2022-2023

Full Step/Full Column Movement
Add \$750 to Step 0 - All Columns

	BS	BS15	BS30	MS	MS15	MS30	MS45	MS60	Ed D
0	47,887	49,779	52,030	52,841	54,282	55,904	57,705	59,236	60,677
1	48,909	51,071	53,683	54,494	56,205	58,006	60,078	61,699	63,411
2	50,935	53,142	55,844	56,701	58,457	60,304	62,465	64,221	65,978
3	52,962	55,214	58,006	58,907	60,709	62,600	64,852	66,743	68,545
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16	82,758	84,958	92,198	94,856	97,147	99,805	101,638	103,379	105,212
17	84,207	86,445	93,812	96,516	98,847	101,552	103,417	105,188	107,053

3. ARTICLE IV - WAGE AND SALARY PROVISIONS, B.1.

ASSOCIATION POSITION:

The Association proposes to increase the number of times per year that an employee can submit documentation upon coursework completion for column advancement, to coincide with Fall, Winter and Spring semesters. This enables employees to earn column movement when the movement is actually earned. The Association rejects the District proposal to limit column movement to one column per year, as well as the District proposal to tie an unsatisfactory rating to prohibition of column movement for that particular school year.

DISTRICT POSITION:

The District proposes to slow down expenses and achieve a measure of relief from anticipated financial pressures. Therefore it proposes to limit lateral column movement to one column per year. It argues that data suggests continuing education beyond a Master's Degree does not contribute to student outcomes, but rather often benefits the employee only. The District further proposes prohibition of column movement in a particular year if an employee is rated as unsatisfactory in the previous school year. The District rejects the Association proposal to increase the number of submission periods while maintaining ability to receive unrestricted column movement.

RECOMMENDATION AND RATIONALE:

I take note the parties are in agreement to eliminate outdated language in Section 1.b. 3) of this Article. I reject the District proposal of prohibition of column movement following an unsatisfactory rating. I have not been presented with evidence to suggest a problem is occurring with employees not performing in a satisfactory manner, yet concurrently enjoying columnar movement/salary increases. Furthermore, tying performance ratings (which potentially are comprised of subjective materials) to limits on income earnings without allowing due process to occur, can create difficulties currently not experienced. Likewise, I reject the Association proposal to increase to three (3) the number of windows of documentation submissions. No evidence was presented to suggest there is a problem with the current submission window at the beginning of the school year. Therefore, I recommend no change to language of Section 1.c. of this Article. In regards to the District Section 1.d. proposal to limit to one column movement per year, I am persuaded that this change should be adopted by the parties. In recognition of the anticipated financial difficulties that lie ahead in the next few years, limiting movement to one column per year makes sound fiscal sense.

Recognizing my Recommendation on salary above does not include columnar movement in years 2019-2020 and 2020-2021, my Recommendation is for a change to include Section 1.d. in the parties' Agreement take effect with the 2021-2022 school year. Regardless of how many graduate

credits are taken in 2019-2020 or 2020-2021, employees are only eligible to move one column maximum in 2021-2022 and beyond.

4 ARTICLE IV- WAGE AND SALARY PROVISIONS, B.10.

ASSOCIATION POSITION:

The Association proposes restructuring this provision to offering the incentive in every other year of the contract. The Association offers this compromise proposal while acknowledging current language has not provided sufficient an incentive for early retirement.

DISTRICT POSITION:

The District agrees the current language is not an early retirement incentive, but rather a contractual benefit. The District proposes to eliminate the entire Section and replacing it with a one year Memorandum of Understanding presented sometime during the life of the contract.

RECOMMENDATION AND RATIONALE:

Both parties agree the current incentive does not function as a viable incentive. The Association offers a reasonable and fair compromise that will result in benefit to the District by hopefully offering higher than normal retirements in a given year and producing resultant attritional savings. I recommend adoption of the Association proposal of offering the incentive every other year of the contract. 2019-2020 is a recommended "status quo" year, so I recommend current language remain intact in the first year (**at 25%**). I recommend the incentive be suspended in year 2020-2021. I recommend the incentive return in 2021-2022 (**at 35%**), and be suspended in 2022-2023, and this every-other-year pattern continue.

5. ARTICLE IV- WAGE AND SALARY PROVISIONS, B.11.

ASSOCIATION POSITION:

The Association agrees to the reinsertion of the column inadvertently omitted in the expired Agreement, specifically Freshman Co-Curricular Points. The Association also proposes increases to the Co-Curricular point value as there has not been an increase through the terms of several contracts. The Association proposes an increase from \$26.50 to \$28.00 in 2019-2020; to \$28.50 in 2020-2021; to \$29.00 in 2021-2022; to \$29.50 in 2022-2023; and \$30.00 in 2023-2024. The Association also proposes the addition of Middle School Assistants for all sports, as it believes additional adults are required to conduct these sports.

DISTRICT POSITION:

The District is opposed to any change in Co-Curricular point value, and is also opposed to add Middle School Assistants, in light of budgetary constraints.

RECOMMENDATION AND RATIONALE:

I recommend reinsertion of the Freshman Co-Curricular Points column inadvertently omitted previously. I recommend no increase in Co-Curricular Point value in contract years 2019-2020 and 2020-2021. As several years have passed since any increase in value has occurred, the Association makes a compelling argument for the following increases:

2021-2022- \$28.00

2022-2023- \$29.00

As my prior Recommendation was for a four (4) year Agreement, there is no need to address a 2023-2024 rate. For financial reasons, while I can appreciate the proposal from the Association for addition of Middle School Assistants, I reject that proposal.

6. ARTICLE IV- WAGE AND SALARY PROVISIONS, B.11.

DISTRICT POSITION:

The District proposes elimination of language granting first opportunity to fill Co-Curricular positions to qualified bargaining unit members. In an effort to achieve flexibility to appoint the very best coach or advisor for a given activity, the District seeks this change. Furthermore the District is becoming more competitive; a trend has developed where positions have been filled by personnel outside the bargaining unit; and as the best coaching can only help the students to excel in an area, the District argues for this change.

ASSOCIATION POSITION:

The Association seeks no change in this area of the Agreement, as there has been no quantifiable evidence of difficulty in attracting qualified candidates for these positions.

RECOMMENDATION AND RATIONALE:

While the desire for managerial flexibility in the selection process is appreciated, and while increased competitiveness results in a need to attract the absolute best candidates, there is no evidence presented to indicate current contract language does not meet current needs. Therefore, I recommend no change to current language in this area.

7. ARTICLE V. OTHER EMPLOYEE BENEFITS –A

ASSOCIATION POSITION:

The Association acknowledges the rising costs of health benefits and its proposal reflects increases in employee’s contributions as healthcare cost increases. The Association argues that bargaining unit members actually lost income due to the transition in the previous contract from flat rates to percentage of premium. The Association is adamant it will not accept an Agreement that produces negative net income. Furthermore, the Association avers that it cannot support the District Spousal Exclusion Rule, as this represents a dramatic, expensive and damaging change to the bargaining unit. The Association advocates continued usage of the Bucks-Mont Healthcare Consortium, and offers what it believes is a reasonable and fair compromise between increases in premium shares and maintenance of excellent healthcare provisions. The Association presents the following proposal:

<u>Open Choice 1, 2, POS</u>	<u>Open Choice 3</u>
<u>2019-2020-Single 13%/All Others 12%</u>	<u>2019-2020-All 3%</u>
<u>2020-2021-Single 13%/All Others 12%</u>	<u>2020-2021-All 4%</u>
<u>2021-2022-All 13.0%</u>	<u>2021-2022-All 5%</u>
<u>2022-2023-All 13.5%</u>	<u>2022-2023-All 5%</u>
<u>2023-2024-All 14%</u>	<u>2023-2024-All 5%</u>

DISTRICT POSITION:

The District proposes initial freezes in the first two (2) contract years, followed by modest annual increases in employee premium share in the final two (2) years. Acknowledging medical insurance is one of the most expensive items in the District budget, it also points out employees currently contribute at one of the lowest rates in the County while enjoying one of the best medical plans available (96% actuarial value). With the added uncertainty of the pandemic, but the very real possibility of spikes in insurance premiums, the District proposal seeks ways to mitigate expenses in any way it can. In addition to proposed increases in employee shares, the District proposal includes a Spousal Exclusion Rule; the unilateral right to introduce an exclusive specialty option drug list/preferred option list for specialty drugs; a language change to reflect Consortium preferred plans are offered as opposed to provided; and a renewed commitment to incentivize movement to the Consortium’s Open Choice 3 Plan. The District presents the following proposal:

<u>Open Choice 1, 2, POS</u>	<u>Open Choice 3</u>
<u>2019-2020-status quo</u>	<u>2019-2020-status quo</u>
<u>2020-2021-status quo</u>	<u>2020-2021-status quo</u>
<u>2021-2022-Single-17%/All Others 16%</u>	<u>2021-2022-8%/7%</u>
<u>2022-2023-Single-18%/All Others 17%</u>	<u>2022-2023-9%/8%</u>

RECOMMENDATION AND RATIONALE:

I have thoroughly reviewed the parties’ evidence and argument, as well as documentation of Medical Insurance costs from other Districts. I appreciate the Association desire to not have salary increases eroded by increasing premium shares. I also appreciate the District’s financial burdens of administering the Medical Insurance plan, and the fact in comparison with other District’s this bargaining unit enjoys some of the best rates/benefits in the County. Therefore I recommend the following:

<u>Open Choice-1,2, POS</u>	<u>Open Choice</u>
<u>2019-2020- status quo</u>	<u>2019-2020-status quo</u>
<u>2020-2021- status quo</u>	<u>2020-2021- status quo</u>
<u>2021-2022- Single-15.5%/All Others-15%</u>	<u>2021-2022-All-7%</u>
<u>2022-2023- Single-16%/All Others-15.5%</u>	<u>2022-2023-All-7.5%</u>

I recommend these premium share rates in recognition of the willingness of District willingness to hold at status quo, especially in light of the coming school year and expectation of insurance spikes following the pandemic, and also in light that employees (if accepting of the Recommendation) would only receive a delayed lump sum payment instead of wage scale raise and movement. Contract year 2022-2023 may well see the largest spikes in rates, thus a measurable increase in premium shares is recommended, also in light of the fact my salary Recommendation includes Step and Column movement that year. Open Choice 3 rate Recommendations reflect the parties’ desire to support this alternative. Finally, the 2022-2023 recommended increase also coincides with a Recommendation for Step and Column movement, while maintaining an attractive benefit package, relative to neighboring Districts.

Additionally, I reject the District proposals on the Spousal Inclusion Rule, as well as the language change proposal from “provide” to “offer”. I do the recommend the following modified paragraph be added after A.1., paragraph 3.:

“In addition, the District will have the right to introduce an exclusive specialty option drug list/preferred option list for specialty drugs that is developed through the Consortium.”

As the parties are equal members to the Consortium and if that Consortium acts on behalf of all participants to develop cost-savings measures to all participants, then the District should have the right to introduce such Consortium –approved list/lists.

8. ARTICLE V-OTHER EMPLOYEE BENEFITS, E.

DISTRICT POSITION:

Because this fund has a significant balance and the need for continuing contributions does not match the claims against the fund, the District proposes language allowing it to cease contributing thirty thousand dollars (\$30,000) annually to the fund, as a cost-savings measure that doesn't affect current employee benefits. The District adds that if the Association wishes to continue contributions, it is free to do so. Finally, the District does not believe that a change in this language is illegal or is in violation of any Trust articles.

ASSOCIATION POSITION:

The Association seeks no change to the provision that provides Labor and Management annual contributions for retiree medical insurance. The Association believes any change to this language would violate the articles of the Trust fund and is unenforceable.

RECOMMENDATION AND RATIONALE:

In this round of negotiations characterized by efforts on one hand by the District to realize financial savings where possible, and efforts on the other hand by the Association to preserve an acceptable level of benefits for current employees, I recommend the following language modification. Specifically, assuming it does not violate Trust articles or other legislation, I recommend a modification similar to the recommendation of Article 4, Section 10, Retirement Incentive, and adoption of an every-other-year contribution schedule.

As both parties acknowledge the current fund balance is significant, this Recommendation satisfies the District proposal to achieve modest savings, and also the Association proposal to leave current employee benefits unscathed. Should this Recommendation ultimately prove to violate Trust articles, then I recommend no change to current language. In the absence of any violation of Trust articles or law, I recommend no change for 2019-2020; both side's contributions to be suspended in 2020-2021; current level of contributions to occur in 2021-2022; and both side's contributions be suspended in 2022-2023, as the every-other-year pattern of thirty thousand dollars (\$30,000) each continues.

9. ARTICLE V. OTHER EMPLOYEE BENEFITS, H.

DISTRICT POSITION:

The District proposes changes in Personal Leave language, specifically expanding the Superintendent's discretion to prohibit personal days on additional days that have been historically problematic for absences. As there is no current contractual cap on the times when personal days are utilized; as there is a history of grievances pertaining to this issue; as a growing problem with absences has been recognized; and as a difficulty has arisen in the area of obtaining qualified substitute teachers on short notice, the District seeks to add a 10% of total staff cap; a four (4) day prior notice requirement before a personal day is taken; and an addition of prohibition of personal days on an in-service day and parent/teacher conference day.

ASSOCIATION POSITION:

The Association proposes no change to current language as it contends current language represents mutual compromise and has served the parties well through at least the previous six (6) collective bargaining agreements. As the intent of this benefit is allow members to tend to personal needs which may arise without warning, the imposition of a percentage cap and requirement of advance notice is impractical and contrary to language intent.

RECOMMENDATION AND RATIONALE:

While there may be a growing problem with overall absences, current language provides that personal days may be used at the discretion of the employee. There is appreciation of the District desire to control how and when personal days are taken, but the Association contention that these days are often utilized to accommodate personal needs that often arise without warning is well taken by the fact finder. In appreciation of both side's arguments, especially the District difficulty in obtaining qualified substitute teachers on short notice, as well as the desire to have teacher's present on parent/teacher conference days and in-service days, I recommend the following changes be adopted. In contract years 2019-2020 and 2020-2021, no change to current language. Effective with contract year 2021-2022 and beyond, I recommend the addition of in-service day and parent/teacher conference day to the list of days when personal days may not be taken, except with the permission of the Superintendent. I recommend rejection of the District proposal of four (4) full days of advance notice requirement, and additionally, rejection of the 10% cap proposal.

10. ARTICLE V-OTHER EMPLOYEE BENEFITS, I.

DISTRICT POSITION:

The District proposes a language change requiring employees to use two (2) days of their sick leave to be used for family illness absences. Current language does not require using sick days, as family illness days are a separate “account.” Letter of Agreement substitutes would be required to use one (1) day from their sick leave for family illness.

ASSOCIATION POSITION:

The Association proposes no change to this contractual entitlement. Family illness issues are separate and distinct from the employee’s sick leave, which is to be used for the employee’s needs exclusively.

RECOMMENDATION AND RATIONALE:

I recommend no change to current language providing for days related to family illness, separate and distinct from the employee’s sick leave “account.”

11. ARTICLE V-OTHER EMPLOYEE BENEFITS, Q.

DISTRICT POSITION:

The District proposes to insert new language regarding employees abusing the absence policy and the potential for pay deduction or discipline up to and including termination. In an attempt to reduce inappropriate use of sick time, the District seeks to serve notice to employees that it will enforce its rights regarding abuse of sick time without facing past practice arguments.

ASSOCIATION POSITION:

The Association opposes the District’s proposed new language on the grounds it is ambiguous, punitive and unnecessary.

RECOMMENDATION AND RATIONALE:

Both parties acknowledge there is an existence of a District absence abuse policy, however it was not made part of the physical record. It is also a fact the parties’ current collective bargaining agreement contains just cause provisions in Article 8. The District proposal

clearly enunciates the current Administration's intent to enforce its rights concerning abuse of sick time. Therefore, I recommend no change to current language.

12. ARTICLE V-OTHER EMPLOYEE BENEFITS-T.

DISTRICT POSITION:

The District proposes wholesale language changes to subparagraph T (Graduate Professional Development Reimbursement) as it believes tuition reimbursement is being misused through reliance on past practice. This has been supported through the grievance and arbitration process. The District is seeking a certain level of rigor in classes that it reimburses, and additionally, it stresses that the intent of Professional Development should be to improve student outcomes. Specifically, the District proposes that third (3rd) party courses such as online, travel or video courses not sponsored by a university should not be reimbursed.

ASSOCIATION POSITION:

The Association proposes that this contractual provision remain unchanged. The Association cites two (2) previous arbitration awards in which its position was upheld, specifically that the District did not appropriately administer the language and members suffered needless delay in reimbursement. The Association is adamant the provisions of this Article must remain intact.

RECOMMENDATION AND RATIONALE:

The primary arguments for a change in language proffered by the District is the strong belief that courses that are paid by the District should have a correlation to positive student outcomes. Additionally, courses should add value to a teacher's abilities and should not be "canned" or offered as a third party workshop lacking university caliber sponsorship. The Association argues that current language has been supported at arbitration, although the precise area cited by the arbitrators as being violated were not expounded upon, other than past practice and failure to properly and sufficiently negotiate away any said practice, as delineated in Consent Awards. Based upon evidence and argument offered at the hearing, I recommend no language change in contract years 2019-2020 and 2020-2021. Effective in contract year 2021-2022 and beyond, I recommend the following three (3) sentences be added to the end of Section T.1. The remainder of the Article language is unchanged.

"Reimbursement for video, travel or internet courses, or courses for which the offering college does not grant credit towards its own degrees will generally not be approved. Exceptions may be granted by the Superintendent or designee on a case-by-case basis, based on such factors as applicability to the employee's assignment, rigors of the course, and/or upon recommendation of the employee's supervisor. Any bargaining unit member denied approval for a course will

have the opportunity to present documentation to demonstrate how/why the course is consistent with the parties' collective bargaining agreement."

13. ARTICLE V-OTHER EMPLOYEE BENEFITS- V.

DISTRICT POSITION:

In light of current law, the parties acknowledge existing contract provisions regarding Fair Share is obsolete and unenforceable. In the absence of clear resolution on "safe harbor" clauses, the District proposes to preserve the indemnity language limited to any litigation around a current member's right to leave the union.

ASSOCIATION POSITION:

The Association concurs that the current Fair Share language is no longer enforceable.

RECOMMENDATION AND RATIONALE:

I recommend the parties adopt the District proposed language modifications in paragraphs one (1) and three (3) of Section V.

14. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT, A.

DISTRICT POSITION:

The District proposes to increase the work year from one hundred eighty-eight (188) to one hundred ninety-one (191) days in each year for the purpose of additional workshop and in-service opportunities. Furthermore, the District stresses this bargaining unit has the shortest work year in Bucks County among Association-represented professionals. The District also proposes to add language abolishing year-to-year MOU's regarding the start of the school year to ease transition of Middle School and High School students and families.

ASSOCIATION POSITION:

The Association proposes the inclusion of the MOU that has been signed prior to the last three (3) school years and has been effective. The intent has been to memorialize it into the Agreement, as it has been crafted jointly by the leadership of both parties. The Association is also opposed to an increase in the number of work days when coupled with negligible salary increases and substantial healthcare premium shares.

RECOMMENDATION AND RATIONALE:

There has not been sufficient evidence presented to suggest the current procedure of a jointly developed MOU has not been effective. Therefore I recommend the adoption of the MOU into the Agreement. I reject the addition of the District proposal of items #2 and #3 under A. (Teacher Work Year). In regards to the number of work days in the year, I recommend the following change. Status quo for school years 2019-2020 and 2020-2021; an increase to one hundred eighty-nine (189) days in 2021-2022; an increase to one hundred ninety (190) days in 2022-2023. This number results in the District still having one of the shortest work years in Bucks County.

15. ARTICLE VI HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT, C.

DISTRICT POSITION:

The District proposes a change to the Elementary Teacher workload under Section C.1. by eliminating language prohibiting meetings for seven (7) days prior to the date report cards are due. The District argue this language is obsolete, as report cards are prepared online and teachers are given sufficient time to complete the much simpler report cards. The District seeks to shorten the duty-free lunch period as well for Elementary Teachers from fifty (50) to thirty (30) minutes, and the District proposes to have flexibility to assign Elementary Teachers to playground supervision. The District states that the teachers are most familiar with the students and are best equipped to address any behavioral issues.

ASSOCIATION POSITION:

The Association opposes the District proposal to reduce the duty-free lunch period, as the Elementary buildings have been combined into a larger building with more students. Because this results in greater time travelling and escorting students to the cafeteria and travelling back, a thirty (30) minute duty-free lunch would effectively be reduced even greater. The Association also opposes the District proposal to potentially assign teachers to playground supervision duty, as this takes away from professional duties such as lesson preparation, progress review, consultation and communication needs.

RECOMMENDATION AND RATIONALE:

The Association is persuasive in stressing playground supervision takes away time from professional duties as listed above. Additionally, Monitors already perform playground supervision. Therefore I recommend no change to current language in Section C.3. Additionally, evidence supplied at the hearing supports the argument that the Elementary buildings are large, with travel time that must be built-in. Furthermore, no convincing evidence was presented to

substantiate a reduction in the duty-free lunch period. Therefore, I also recommend no language change in Section C.2.

As undisputed evidence was presented that the language of C.1. has become obsolete because of online report cards, I recommend the following change occur, beginning in school year 2020-2021, specifically that the prohibition against meeting attendance for seven (7) school days prior to report card submission be eliminated.

16. ARTICLE VI-HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT-D.

DISTRICT POSITION:

The District proposes modifying language granting five (5) preparation periods weekly to remove the requirement to provide once daily. It also seeks modification to language regarding equitable assignment of certain duties to be assigned as needed. The District seeks managerial flexibility and potential cost savings by making up lost prep periods, as opposed to paying either compensatory or monetary relief.

ASSOCIATION POSITION:

The Association rejects the District proposals and asserts daily preparation periods are required in order for teachers to complete vital daily and preparation. The Association additionally proposes high school student days are half-days during finals, in order to provide students decompression time and provide teachers adequate time to assess finals and provide timely feedback.

RECOMMENDATION AND RATIONALE:

While the District is being proactive in looking at ways to reduce potential costs of missing preparation periods by pledging to make up a missed period, and while I do understand the desire for greater managerial flexibility, there has been no evidence presented that the current language has been problematic. Therefore, I do not recommend adopting the District's proposals. Likewise, while I am confident high school students would appreciate half days during finals and timely feedback is beneficial, I do not find current language has caused difficulties to either party, and I recommend maintaining current language, except for the mutually agreed change under D. Teacher Work Load-Secondary concerning work periods.

17. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT, H.

DISTRICT POSITION:

The District is proposing to increase the maximum number of meetings held during evening hours, as well as increase monthly meetings and their length at the secondary level. The District wants to further align with the Association on curricular vision through increased communication and collaboration.

ASSOCIATION POSITION:

The Association rejects this proposal stating that Principals do not currently utilize contractually afforded time, therefore change to current language is unnecessary.

RECOMMENDATION AND RATIONALE:

Absent significant evidence the current language is insufficient for appropriate level of communication through meetings with teachers, I recommend no change to current language.

18. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT-J.

DISTRICT POSITION:

The District proposes deleting current language pertaining to sign-in, as the parties have already moved to cards or fobs to sign in. Therefore current language is rendered moot. As the District intends to formally adopt a Board policy for “swiping in” and “swiping out” for employees and visitors alike, the District seeks removal of current language. As the policy of swiping in and out is consistent with safety and security protocols, and especially in light of recommendations and regulations that will be promulgated as a result of COVID-19, Board policy must prevail in this matter.

ASSOCIATION POSITION:

The Association seeks no change to current language, as it acknowledges it has agreed to “swiping in,” however it sees no need to have language or policy concerning “swiping out.” The Association feels there are sufficient current procedures in case of emergency and that members are responsible individuals who will notify Administration if there are problems.

RECOMMENDATION AND RATIONALE:

In recognition of anticipated rules and regulations regarding administering ingress and egress in public buildings following COVID-19, and for the enhanced safety and security of all employees, students

and visitors, I recommend Section J. regarding sign in be eliminated. I further recommend as soon as practicably possible Board policy be developed and the District adopt such policy regarding “swiping in” and “swiping out.”

19. ARTICLE VI-HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT, M.

DISTRICT POSITION:

The District proposes to eliminate this Section dealing with Specialists. The District states this provision is made obsolete due to realignment and consolidation of buildings. The District acknowledged the language had unique value when there were more buildings and a different alignment. The District stated it recently hired three (3) Specialists and will continue to monitor the staffing situation as needs arise.

ASSOCIATION POSITION:

The Association proposes no change to current language, as this provision demonstrates a commitment to providing a well-rounded educational experience to District students.

RECOMMENDATION AND RATIONALE:

The parties differ in their viewpoint as to whether this provision has current value and meaning, or whether the concept is obsolete. Testimony at the hearing indicated there currently are Specialists in multiple buildings, and additionally it was stated there were three (3) recent Specialist hirings, and that the situation is monitored and that needs will be addressed. In effect, the District states current language is being adhered to. Furthermore, there is no disagreement that buildings have been consolidated and sixth grade is now part of Middle School. Therefore I recommend that the language remain unchanged in the 2019-2020, 2020-2021 and 2021-2022 school years. I recommend the language be eliminated from the Agreement effective with the beginning of the 2022-2023 school year.

20. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT-Q5.

DISTRICT POSITION:

The District is seeking to reclaim what it believes is a managerial prerogative by proposing elimination of the cap on involuntary transfers. While there is no anticipation that involuntary transfers would exceed the current cap, if circumstances arise, the Administration seeks freedom to address staffing or curricular issues.

ASSOCIATION POSITION:

The Association proposes to limit the occurrence of bargaining unit member transfers in order to maintain members in assignments in which they flourish, and are able to create learning experiences that positively impact students. Involuntary transfers on the other hand often negatively impact teacher’s confidence. The Association is agreeable to increase from one (1) % to one and one-half (1.5) % the ceiling percentage of staff that can be involuntarily transferred (Section 5.a.). The Association also proposes that reassignment to a different grade level at the elementary level can occur no more than once every two (2) years, as opposed to current language providing for every three (3) years.

RECOMMENDATION AND RATIONALE:

Management flexibility to involuntarily transfer professionals at sole discretion and without any restriction must be delicately administered to prevent accusations of arbitrary and capricious acts. There has been no evidence presented to indicate current language in this Section has restricted management’s rights, nor has there been evidence to suggest teachers at the elementary level have been transferred excessively and arbitrarily to their detriment and to the detriment of the students. As current language seems to enable operations to function satisfactorily, I recommend no change to current language in the 2019-2020 and 2020-2021 contract years. For contract years 2021-2022 and beyond, I recommend adoption of the Association proposal to increase to 1.5% the cap on transfers, to allow management slightly more flexibility, and the concurrent adoption of the Association proposal regarding transfers no more than once every two (2) years to provide for slightly more stability for elementary teachers.

21. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT-Z.

DISTRICT POSITION:

The District proposes to reduce the number of parent conferences for elementary school students from five (5) consecutive school days to three (3) consecutive school days. The District contends consolidations and technology has made this number of days obsolete. Report cards do not need as much time to produce, and this time could be better utilized as in-service days.

ASSOCIATION POSITION:

The Association seeks no changes to the current number of five (5).

RECOMMENDATION AND RATIONALE:

The District does not present compelling evidence to reduce the number of these days to three (3) from five (5). While it may be true that report cards aren’t as complicated as in the

past, and they no longer take as much time to produce, the key factor in this language is that parents are involved. Because of a myriad of reasons, parents may not be able to adjust *their* schedules to be present within a three (3) day window, as opposed to a five (5) day window. Therefore, I recommend no change to this language in Section Z.

22. HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT-P3.

ASSOCIATION POSITION:

The Association proposes language on Secondary class sizes, specifically proposing a reduction in physical education classes, from forty-four (44) to thirty-two (32) students. Further, it proposes a reduction of average number from forty (40) to twenty-nine (29). This proposal focuses primarily on security in the locker rooms, where bullying and other dangerous activities can take place with frequency. The Association contends that current staff-to- student ratios make it nearly impossible to ensure educational and personal safety needs are met.

DISTRICT POSITION:

The District opposes any changes to current language regarding physical class size ratios. The District is adamant that it won't hire additional staff to accommodate the Association proposal. The District does pledge to take affirmative steps to address locker room safety concerns.

RECOMMENDATION AND RATIONALE:

Absent compelling evidence that current language containing staff-to-student ratios is insufficient and can only be remedied through hiring of additional staff, I am loathe to recommend a reduction in the maximum students contractually permitted in physical education classes. While I am not unsympathetic to the Association argument that locker rooms can prove difficult to monitor and bullying and other dangerous activities can occur there, District Administration pledges to take steps to ensure student safety in the locker room. Therefore, I recommend no change to the contract language in Section 3. A. (3).

23. ARTICLE VI- HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT, P.4.

ASSOCIATION POSITION:

The Association proposes changes to current language pertaining to Special Education class size. Rejecting current language specifying that class size will not exceed State regulations, the Association proposes language assuring class size shall not exceed twelve (12) students. Further, it proposes

supplemental, itinerant and other special education caseloads shall not exceed twenty-five (25) students. As Special Education needs grow and become more diverse and challenging, ratios must be carefully monitored. Smaller class sizes will promote learning environments and ensure safety and emotional needs are met, as well as adherence to IEP requirements.

DISTRICT POSITION:

The District proposes no change to current language that provides that class size shall not exceed State regulations. The District testified that the Association proposal would significantly impact staffing, and that current District class sizes are in compliance with State regulations, with class size at or below regulated level. The District also stated there have been no substantiated complaints regarding violations of regulations.

RECOMMENDATION AND RATIONALE:

The Association is commended for proposing smaller class sizes and advocating for meeting the emotional and safety and educational needs of Special Education students. However the Association proposal could force significant staffing changes that the District is not prepared to address, given current budget constraints. More importantly, testimony indicates State regulations are being adhered to and current language addresses the parties' concerns. Therefore, I recommend no change to current language.

24. ARTICLE XI- WAIVERS

DISTRICT POSITION:

The District proposes to add language providing abolishment of all past practices that may exist between the District and the Association. The District seeks relief from being locked into practices that the Association has used to its advantage. Furthermore, based upon uncertainties in at least the next school year and how to administer the school programs, more than ever the District seeks to be relieved from practices that hinder attempts to navigate unknown and unseen challenges.

ASSOCIATION POSITION:

The Association is adamantly opposed to abandon past practices. It contends that if the District seeks to modify specific practices on a case by case basis, then this can be addressed through negotiations. The Association cannot forego past practices, some unnamed and many upheld through the grievance and arbitration process.

RECOMMENDATION AND RATIONALE:

With appreciation for the District proposal to be able to abolish past practices not specifically negotiated away at the bargaining table, the Association position that individual past practices need to be addressed on a case by case basis is the more accepted and viable solution. Therefore, I recommend no change to current Article 11 language.

25. ARTICLE IV- WAGE AND SALARY PROVISIONS, B 12.

DISTRICT POSITION:

The District proposes creation of a Lead Teacher in addition to or in lieu of Chairperson, in a role to address what it perceives as a disconnect between middle and high school curricular philosophy. The District acknowledges in some instances, the Department Chairperson would still be required to address specific building issues. The District seeks discretion to determine which Chairpersons would be replaced by this new role. The District proposes this new role/position would be compensated fifteen hundred dollars (\$1,500).

ASSOCIATION POSITION:

The Association asserts this proposal was a concept introduced relatively late in negotiations. Lacking proper time for review and analysis, the Association is not in agreement at the time of the hearing.

RECOMMENDATION AND RATIONALE:

Initial and cursory review of this proposal reveals the proposal has value and contributes to greater managerial discretion for the District. The proposal also offers opportunities for additional compensation for bargaining unit members, along with additional responsibilities that have not been specifically delineated. Due to lack of sufficient discussion and understanding between and amongst the parties, I recommend the parties meet and discuss this matter more fully in an effort to adopt a year-to-year MOU regarding this proposal. Should the parties achieve an acceptable MOU, said MOU should be incorporated into the Agreement at a mutually agreed upon effective date. Absent reaching an MOU by December 31, 2020, I recommend no change to current language.

ALL OTHER MATTERS:

Any other matters not specifically addressed are recommended to be **withdrawn**. Additionally, as noted above, any tentative agreements mutually made prior to the commencement of fact finding that are not specifically addressed in this Report are recommended to be **included**, as agreed upon, in the new Agreement.

June 2, 2020
Allentown, PA

Respectfully submitted,
Larry Cheskawich, fact finder
