

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

IN THE MATTER OF THE FACT FINDING BETWEEN

GREAT VALLEY EDUCATION	:	
ASSOCIATION, PSEA/NEA	:	
	:	FACT FINDING REPORT
and	:	CASE NO. ACT 88-18-8-E
	:	
GREAT VALLEY SCHOOL DISTRICT	:	

HEARING: September 14, 2018
 Malvern, PA

FACT FINDER: John M. Skonier, Esq.

FOR THE DISTRICT:

Jeffrey T. Sultanik, Esq.
District Labor Counsel

FOR THE ASSOCIATION:

Mr. Adam K. Weber
UniServ Representative

Procedural History

Pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act, Act 195 of 1970 (PERA), notice was received by the Pennsylvania Labor Relations Board (PLRB) from the Bureau of Mediation that no agreement had been reached between the Great Valley Education Association, PSEA-NEA (hereinafter Association) and the Great Valley School District (hereinafter District). By letter dated August 21, 2018, the PLRB appointed the undersigned to act as a fact finder, vested with the authority set forth above. Subsequent to such notice, the parties were duly notified and a hearing was held on September 14, 2018, in Malvern, Pennsylvania; at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses, and introduce documentary evidence in support of their respective positions. The matter is now ready for issuance of the subject Report.

The instant impasse involves unresolved issues with various sub-issues. This Report contains "recommendations" for these issues which constitute the settlement proposal upon which the parties are now required to act, as directed by statute and PLRB regulations. Pursuant to statutory authority, this Report will be released to the public if not accepted. A vote to accept the Report does not constitute agreement with or endorsement of the rationales, but rather represents only an agreement to resolve the issues by adopting the recommendations. The parties are directed to review the Report and, within ten days of its issuance, notify the PLRB of their decision to accept or reject the recommendations.

RECOMMENDATIONS

TERM:

Current Language:

3.0 TERM OF AGREEMENT AND SUCCESSOR AGREEMENT

The term of this agreement shall begin on July 1, 2016, and shall continue in full force and effect through June 30, 2018, or until such later date as the two parties may herein after agree to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Negotiations for a successor Agreement shall commence no later than January 12, 2018 or as may otherwise be required by law.

Recommendation:

Amend Article 3.0, TERM OF AGREEMENT AND SUCCESSOR AGREEMENT, to read as follows:

The term of this agreement shall begin on July 1, 2018, and shall continue in full force and effect through June 30, 2021, or until such later date as the two parties may herein after agree to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Negotiations for a successor Agreement shall commence no later than January 12, 2021 or as may otherwise be required by law.

PROFESSIONAL COMPENSATION:

Current Language:

11.0 APPENDIX A - PROFESSIONAL COMPENSATION

11.08 Extra Duty Responsibility Salaries

11.018 Bargaining unit members with advanced degrees and/or sufficient credits as set forth on the salary schedule shall have their salaries adjusted horizontally on the schedule. Horizontal movement on the salary schedule from one column to another shall be approved by the Board at the October Board meeting. Entitlement to the increased salary shall be retroactive to the first work day of the school year, and salary payments over the balance of the school year shall be adjusted accordingly. The employee shall be responsible for submitting appropriate documentation, including an official transcript, to the Personnel Office demonstrating entitlement to the salary adjustment, provided that if the transcript is not available prior to the deadline, other appropriate evidence of course completion such as a grade slip will be temporarily accepted. Responsibility for applying promptly in writing for any salary adjustment and providing the necessary supporting documentation rests with the employee. No retroactive payment will be made to an employee who was eligible, or employees returning from sabbatical or military leave, but who neglected to apply two weeks prior to the October Board Meeting. Bargaining Unit Members shall be eligible for only one (1) horizontal movement per year.

Recommendation:

Amend 11.0 APPENDIX A - PROFESSIONAL COMPENSATION to read as follows:

11.08 Extra Duty Responsibility Salaries

Bargaining unit members with advanced degrees and/or sufficient credits as set forth on the salary schedule shall have their salaries adjusted horizontally on the schedule. Horizontal movement on the salary schedule from one column to another shall be approved by the Board at the October Board meeting or under limited circumstances, the February Board meeting.

Entitlement to the increased salary shall be retroactive to the first work day of the school year for an October approval and to the first day of January for a February approval, and salary payments over the balance of the school year shall be adjusted accordingly. The employee shall be responsible for submitting appropriate documentation, including an official transcript, to the Personnel Office demonstrating entitlement to the salary adjustment, provided that if the transcript is not available prior to the deadline, other appropriate evidence of course completion such as a grade slip will be temporarily accepted. Responsibility for applying promptly in writing for any salary adjustment and providing the necessary supporting documentation rests with the employee. No retroactive payment will be made to an employee who was eligible, or employees returning from sabbatical or military leave, but who neglected to apply two weeks prior to the October Board Meeting or under limited circumstances, prior to the February Board Meeting. Bargaining Unit Members shall be eligible for only one (1) horizontal movement during the lesser of the following periods in a twelve (12) month period or during one (1) school year. There will be a limited exception to obtain a February approval that would be for: (1) a Bargaining Unit Member who did not receive column movement at the October meeting of the same school year; and (2) a Bargaining Unit Member who at the time of submission for column movement was at the B-15 column or the M-45 column; and (3) such Bargaining Unit Member would be applying to move from the B-15 column to the Master's column or from the M-45 column to the Doctorate column as the result of such Bargaining Unit Member attaining the Bargaining Unit Member's Master's degree or Doctorate degree.

Such impacted and eligible Bargaining Unit Members shall at the applicable October or limited February Board meeting will be moved to the Master's column or Doctorate column, respectively, subject to the limitations herein. Entitlement to the increased salary shall be retroactive to the first day of the school year for an October approval and the first day of January for a February approval. Salary payments over the balance of the school year shall be adjusted accordingly.

Effective for all courses commenced on or after July 1, 2018, such courses will only be eligible for horizontal movement or tuition reimbursement if the courses are part of a preapproved master's degree, preapproved doctoral

program, or preapproved certification program approved by the District Superintendent or his/her designee. Courses that are not part of a preapproved master's degree, certification, or doctoral program will no longer be eligible for horizontal movement or tuition reimbursement. It is understood that Bargaining Unit Members who already have received program approval or already received course approval prior to the date of ratification of this Collective Bargaining Agreement will be entitled to be reimbursed or receive column movement under the terms of the prior Collective Bargaining Agreement. That would only apply to those programs that were preapproved prior to the date of ratification.

* * *

Current Language:

11.0 APPENDIX A - PROFESSIONAL COMPENSATION

11.01 Salaries

11.019 Employees are required to take courses which are directly related to their job function or in the area of certification in which they are teaching or in an area of obvious benefit to the district, or courses having the approval of the Superintendent.

Employees embarking upon work leading to a salary increase, an advanced degree, or work beyond an advanced degree shall file a written notice and description of such work with the Superintendent or his/her designee. If the Administration judges the employee's courses not to conform with the aforementioned requirements, they shall notify him/her as soon as possible but not later than ten (10) days following receipt of such notice. To count for salary credit, courses must be approved by the Superintendent or designee.

A previously approved course listing (known as CL2012-2014) shall be maintained by the Superintendent and the Association President. Courses that are on this previously approved list, or their substantial equivalents, shall not be denied for either horizontal movement or tuition reimbursement unless the proposed course will not relate to the Bargaining Unit Member's current job as determined by the Superintendent. Notwithstanding the foregoing, Bargaining Unit Members who are in a preapproved program of study will be entitled to have their courses eligible for horizontal movement

and/or tuition reimbursement, subject to the maximum limitations set forth herein.

The District will pay for reimbursement of graduate on-line courses subject to the same conditions as traditional courses. On-line course(s) will also count toward salary advancement.

The District will pay for reimbursement of on-line courses if the Bargaining Unit Member is enrolled in an approved program of study.

On-line courses will also count toward salary advancement.

Credits for placement on the B+30 track may be on a graduate or undergraduate level, earned at an approved college or university, or earned through District sponsored in-service courses, or any combination of the two. Courses sponsored through the Intermediate Unit which are transcribed by an accredited college or university shall also apply. At least six (6) of the thirty (30) credits must be earned during the two year period immediately preceding the school year in which the placement is to become effective.

In order to be eligible for salary credit, a Master's Degree and all credit hours beyond (after) a Master's Degree shall be in courses preapproved by the Superintendent.

Recommendation:

Amend 11.019 to read as follows:

Employees are required to take be in a program which is directly related to their job function or in the area of certification in which they are teaching or programs leading to a graduate degree in school administration or in an area of obvious benefit to the district as determined by the Superintendent, or courses having the approval of the Superintendent.

Employees embarking upon work leading to a salary increase, or an advanced degree as set forth in 11.01.08, shall file a written notice and description of such work with the Superintendent or his/her designee. If the Administration judges the employee's program of study not to conform with

the aforementioned requirements, they shall notify him/her as soon as possible but not later than ten (10) days following receipt of such notice. To count for salary credit, programs must be approved by the Superintendent or designee. Following Contract ratification, courses that are not part of a preapproved master's degree, certification, or doctoral program will no longer be eligible for horizontal movement or tuition reimbursement.

The District will pay for reimbursement of graduate on-line courses that are part of a preapproved master's degree, certification, or doctoral program subject to the same conditions as traditional courses. On-line course(s) will also count toward salary advancement.

The District will only pay for reimbursement of on-line courses if the Bargaining Unit Member is enrolled in a preapproved program of study as aforesaid.

It is understood that with respect to horizontal movement eligibility and/or tuition reimbursement, effective following Contract ratification, all previous past practices with respect to such approvals shall be deemed null and void and the District Administration will not be bound by the past practices prior to that date. Tuition reimbursement and horizontal movement eligibility will be determined based upon the strict wording of this Collective Bargaining Agreement.

Credits for placement on the B+30 track may be on a graduate or undergraduate level, earned at an approved college or university, or earned through District sponsored in-service courses, or any combination of the two. At least six (6) of the thirty (30) credits must be earned during the two year period immediately preceding the school year in which the placement is to become effective.

In order to be eligible for salary credit, a Master's Degree and all credit hours beyond (after) a Master's Degree shall be in courses preapproved by the Superintendent.

Current Language:

11.0 APPENDIX A - PROFESSIONAL COMPENSATION

11.01 Salaries

11.024 Evaluation

Evaluation of teachers for the application of the salary policy is the responsibility of the School Administration under the direction of the District Superintendent of Schools.

Evaluation of a professional employee which does not result in a reduction of the employee's salary is not grievable - is not a just cause for initiating a grievance. In the case of dismissal of employees only the Pennsylvania School Code and the directives of the Secretary of the State Department of Education shall apply.

Recommendation:

Amend 11.024 to read as follows:

Evaluation of teachers for the application of the salary policy is the responsibility of the School Administration under the direction of the District Superintendent of Schools.

Evaluation of a professional employee which results in a Distinguished or Proficient rating and does not result in a reduction of the employee's salary is not grievable - is not a just cause for initiating a grievance.

When a Bargaining Unit Employee receives an overall unsatisfactory or needs improvement rating on his/her annual evaluation, as soon as such evaluation has been issued, the Bargaining Unit Employee will no longer be eligible to receive step movement, the negotiated increase on any cell, or any stipend for the twelve (12) month time period following the issuance of the evaluation. Even if the Bargaining Unit Employee improves his/her ratings following the issuance of the needs improvement or unsatisfactory rating, the Bargaining Unit Employee will not be able to recoup any sums of money withheld as a result of this provision.

It is understood that when a Bargaining Unit Employee receives an unsatisfactory or needs improvement rating on his/her annual evaluation, the Bargaining Unit Employee will have the right to file an internal grievance

pursuant to the grievance process in the Collective Bargaining Agreement. It is understood that such a grievance will be adjudicated consistent with the arbitration process set forth in the Collective Bargaining Agreement.

Current Language:

11.0 APPENDIX A - PROFESSIONAL COMPENSATION

11.04 Curriculum Development and/or Evaluation

For work performed in connection with curriculum development and/or evaluation conducted beyond the regular work year, teachers will be paid hourly for a maximum of five (5) hours per day at a rate of \$46.00 per hour for the term of the Contract.

Recommendation:

NO CHANGE

Current Language:

11.05 Department Chairperson

Teachers employed by the Board to serve as department chairperson shall receive \$2,850 per school year for the term of the Contract plus \$70 for each teacher employed $\frac{1}{2}$ time or more exclusive of the chairperson. The salary is to be based upon the number of teachers anticipated in the department as of the start of the school year. Any required salary adjustment shall be made in the end-of-year paycheck based on the number of teachers in the department as of January 31st of the contract year.

Monetary amounts listed above are based on a full year's service.

High school department chairpersons in English, science, mathematics, social studies, and special education shall have their teaching assignments reduced by one academic period per day, or to the equivalent of eighty (80) percent of a full teaching load, to perform the duties associated with the department.

Recommendation:

NO CHANGE.

Current Language:

11.0 APPENDIX A - PROFESSIONAL COMPENSATION

11.06 Additional Service

When professional employees are requested to work additional days beyond the contract requirements, advance written authorization will come from the Superintendent.

11.061 Staff Development Workshops

Professional employees requested to attend and/or present staff development workshops shall be compensated at their per diem salary rate for a full seven (7) hour and forty-five (45) minute day or more, and at a prorated amount for fewer hours.

Recommendation:

NO CHANGE

Current Language:

11.0 APPENDIX A - PROFESSIONAL COMPENSATION

11.06 Additional Service

11.062 Guidance Counselors, Nurses, Reading Specialists, Librarians and other bargaining unit members who perform their regular duties may be scheduled by mutual agreement in writing, if necessary, to work additional time during the summer. Such service will be compensated at their per diem salary rate for a full seven (7) hour and forty-five (45) minute day or more, and at a prorated amount for fewer hours.

Recommendation:

NO CHANGE

Exhibit A-1 - SALARY SCHEDULES

Recommendation:

EXHIBIT A-1 2018-2019 Salary Schedule
GREAT VALLEY SCHOOL DISTRICT
2018-2019 Salary Schedule

17-18 STEP	18-19 STEP	Track	A	B	C	D	E	F	G	H	I
		18-19 STEP	Bachelors	B15	B30	Masters	M15	M30	M45	M60	Doctorate
	Initial #	Renumbered	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
1	2	1	54,016	58,315	62,615	67,130	69,226	71,322	73,418	75,540	77,540
2	3	2	54,437	58,737	63,037	67,551	69,648	71,744	73,840	75,962	77,962
3	4	3	54,859	59,159	63,458	67,973	70,069	72,165	74,261	76,384	78,384
4	5	4	55,281	59,580	63,880	68,395	70,491	72,587	74,683	76,805	78,805
5	6	5	55,702	60,002	64,302	68,816	70,913	73,009	75,105	77,227	79,227
6	7	6	56,124	60,424	64,723	69,238	71,334	73,430	75,526	77,649	79,649
7	8	7	56,546	60,845	65,145	69,660	71,756	73,852	75,948	78,070	80,070
8	9	8	56,967	61,267	65,567	70,081	72,177	74,274	76,370	78,492	80,492
9	10	9	57,389	61,689	65,988	70,503	72,599	74,695	76,791	78,913	80,913
10	11	10	58,417	62,658	66,896	73,891	76,614	79,337	82,061	84,784	86,784
11	12	11	61,327	65,564	69,803	76,391	79,114	81,837	84,561	87,284	89,284
12	13	12	64,539	68,788	75,037	78,891	81,614	84,337	87,061	89,784	91,784
13	14	13	69,282	73,487	77,779	85,219	87,942	90,665	93,389	96,112	98,112
14	15	14	75,700	80,075	84,454	92,276	94,999	97,722	100,446	103,169	105,169
15	15a	15	81,076	85,534	89,082	96,176	98,899	101,622	104,346	107,069	109,581
16	16	16	86,451	90,992	93,710	99,807	102,530	105,253	107,977	110,700	113,724

A. Creation of 2018-2019 Salary Schedule:

- A1. Initially create the addition of a new STEP 15A midway between the step values of step 15 and step 16 of the 17-18 salary schedule.
- A2. All Bargaining Unit members who are otherwise eligible to move on the schedule will move one (1) STEP on the 2017-2018 salary schedule.
- A3. Eliminate old STEP 1
- A4. Renumber the STEPS to create 2018-2019 salary schedule.

B. The addition of a STEP and simultaneous removal of a STEP, will result in all Bargaining Unit Member's STEP POSITION to remain the same as in 2017-2018.

- a. EXAMPLE: If a Bargaining Unit Member is on STEP 1 in 2017-2018 the Bargaining Unit Member will be on STEP 1 in 2018-2019
- b. EXAMPLE: If a Bargaining Unit is on STEP 15 in 2017-2018 the Bargaining Unit Member will be on STEP 15 in 2018-2019
- c. SEE STEP PLACEMENT AND MOVEMENT CHART

C. The 2018-2019 Salary Schedule will remain a total of 16 STEPS

D. A \$1950.00 non-recurring stipend paid to actively employed Bargaining Unit Members employed by the District as of the date of Contract Ratification on Step 16 and who were also employed by the District as of the first teacher work day of the 2017 - 2018 school year on step 16. The Stipend will be in effect only

for the 2018-2019 contract year.

- E. A \$1487.00 non-recurring stipend for actively employed Bargaining Unit Members as of the date of Contract Ratification who were on STEPS 1 – 9 as of the first workday of the 2017-2018 school year. The stipend will be in effect only for the 2018-2019 contract year.

EXHIBIT A-1 2019-2020 Salary Schedule
GREAT VALLEY SCHOOL DISTRICT
2019-2020 Salary Schedule

18-19 STEP	19-20 STEP	Track 19-20 STEP	A Bachelors	B B15	C B30	D Masters	E M15	F M30	G M45	H M60	I Doctorate
	Initial #	Renumbered									
	1		xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
1	2	1	54,704	59,004	63,304	68,029	70,126	72,222	74,318	76,466	78,466
2	3	2	55,126	59,426	63,725	68,451	70,547	72,643	74,739	76,888	78,888
3	4	3	55,548	59,847	64,147	68,873	70,969	73,065	75,161	77,309	79,309
4	5	4	55,969	60,269	64,569	69,294	71,391	73,487	75,583	77,731	79,731
5	6	5	56,391	60,691	64,990	69,716	71,812	73,908	76,004	78,153	80,153
6	7	6	56,813	61,112	65,412	70,138	72,234	74,330	76,426	78,574	80,574
7	8	7	57,234	61,534	65,834	70,559	72,655	74,752	76,848	78,996	80,996
8	9	8	57,656	61,956	66,255	70,981	73,077	75,173	77,269	79,417	81,417
9	10	9	59,670	63,911	68,149	74,369	77,092	79,815	82,539	85,262	87,262
10	11	10	62,580	66,817	71,056	76,869	79,592	82,315	85,039	87,762	89,762
11	12	11	65,792	70,041	76,290	79,369	82,092	84,815	87,539	90,262	92,262
12	13	12	70,535	74,740	79,032	85,627	88,350	91,073	93,797	96,520	98,520
13	14	13	76,953	81,328	85,707	92,543	95,266	97,989	100,713	103,436	105,436
14	15	14	82,329	86,787	90,335	96,443	99,166	101,889	104,613	107,336	109,848
15	16	15	87,704	92,245	94,963	101,060	103,783	106,506	109,230	111,953	114,977

- A. All Bargaining Unit Members who are otherwise eligible to move on the schedule will move one (1) STEP on the 2019-2020 salary schedule.
- B. STEP 1 will be Eliminated and the STEPS for 2019-2020 will be renumbered. As a result of the elimination of STEP 1 and renumbering of the STEPS, Bargaining Unit members will have the same STEP # as in 2018-2019 except for those on STEP 16, which will become the new STEP 15 (Top of Salary Schedule).
- C. SEE STEP PLACEMENT AND MOVEMENT CHART
- D. The Salary schedule will have 15 STEPS

EXHIBIT A-1 2020-2021 Salary Schedule
GREAT VALLEY SCHOOL DISTRICT
2020-2021 Salary Schedule

<u>19-20</u> <u>STEP</u>	<u>20-21</u> <u>STEP</u>	Track	A	B	C	D	E	F	G	H	I
		Bachelors	B15	B30	Masters	M15	M30	M45	M60	Doctorate	
1	1		57,165	61,465	65,765	72,453	74,550	76,646	78,742	81,130	83,130
2	2		57,587	61,887	66,186	72,875	74,971	77,067	79,163	81,552	83,552
3	3		58,009	62,308	66,608	73,297	75,393	77,489	79,585	81,973	83,973
4	4		58,430	62,730	67,030	73,718	75,815	77,911	80,007	82,395	84,395
5	5		58,852	63,152	67,451	74,140	76,236	78,332	80,428	82,817	84,817
6	6		59,274	63,573	67,873	74,562	76,658	78,754	80,850	83,238	85,238
7	7		59,695	63,995	68,295	74,983	77,079	79,176	81,272	83,660	85,660
8	8		60,117	64,417	68,716	75,405	77,501	79,597	81,693	84,081	86,081
9	9		61,414	65,655	69,893	78,793	81,516	84,239	86,963	89,686	91,686
10	10		64,324	68,561	72,800	81,293	84,016	86,739	89,463	92,186	94,186
11	11		67,536	71,785	78,034	83,793	86,516	89,239	91,963	94,686	96,686
12	12		72,279	76,484	80,776	89,398	92,121	94,844	97,568	100,291	102,291
13	13		78,697	83,072	87,451	95,004	97,727	100,450	103,174	105,897	107,897
14	14		84,072	88,530	92,079	98,904	101,627	104,350	107,074	109,797	112,309
15	15		89,448	93,989	96,707	102,804	105,527	108,250	110,974	113,697	116,721

- A. There shall be NO STEP MOVEMENT in 2020-2021.
- B. SEE STEP PLACEMENT AND MOVEMENT CHART
- C. The Salary Schedule will have 15 STEPS

STEP PLACEMENT AND MOVEMENT CHART FOR LIFE OF CONTRACT (2018-2019 TO 2020-2021)					
FROM THE TOP	17-18	18-19 Renumbered	19-20 Renumbered	20-21	FROM THE TOP
15	1	1	1	1	14
14	2	2	2	2	13
13	3	3	3	3	12
12	4	4	4	4	11
11	5	5	5	5	10
10	6	6	6	6	9
9	7	7	7	7	8
8	8	8	8	8	7
7	9	9	9	9	6
6	10	10	10	10	5
5	11	11	11	11	4
4	12	12	12	12	3
3	13	13	13	13	2
2	14	14	14	14	1
1	15	15	15	15	TOP
TOP	16	16	15	15	

OTHER EMPLOYEE BENEFITS:

Current Language:

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.01 Reimbursement for Credits Earned

The Great Valley School District will reimburse full time professional employees for tuition costs for graduate credits in accordance with the following guidelines and regulations. The Great Valley School District will reimburse part time employees for tuition costs for graduate credits in accordance with the same guidelines and regulations as full time professional employees. A part time employee, for the purposes of reimbursement, is defined as a member of the bargaining unit who is employed for less than 25 hours per week and is at least half time.

Recommendation:

No Change.

Current Language:

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.011 Reimbursement will be for actual per credit cost up to a limit of \$5,000 per school year for each full time professional employee for credits up to the attainment of an initial Master's Degree or if the employee is enrolled in an approved Doctoral Program. If the full time professional employee has attained a first Master's Degree or Doctoral Degree, the reimbursement will be made for the actual per credit cost up to a limit of \$3,000 per school year. Part time employees, as defined in section 12.01, may receive a maximum reimbursement amount prorated to the percentage of time that they are employed.

Recommendation:

Amend Section 12.011, to read as follows:

Reimbursement will be for actual per credit cost up to a limit of \$5,000 per school year for each full time professional employee for credits up to the attainment of an initial Master's Degree or if the employee is enrolled in a preapproved certification program within the discretion of the Superintendent or if the employee is enrolled a preapproved Doctoral Program. If the full time professional employee has attained a first Master's Degree, achieved the preapproved certification, or Doctoral Degree, the reimbursement will be made for the actual per credit cost up to a limit of \$3,000 per school year. Tuition reimbursement for non-approved program courses will be the actual cost per credit per school year. This credit attainment will not count toward horizontal movement. Part time employees, as defined in section 12.01, may receive a maximum reimbursement amount prorated to the percentage of time that they are employed.

Current Language:

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.01 Reimbursement for Credits Earned

12.012 The District will pay for reimbursement for course work taken in the employee's area of certification or related to the employee's present job function in the District except when judged by the Administration to be neither in the area of the employee's certification nor related to the employee's job function. In addition, all courses must have the written preapproval of the Superintendent or designee to be eligible for reimbursement.

The district will pay for reimbursement of graduate on-line courses subject to the same conditions as traditional courses. On-line course(s) will also count toward salary advancement.

The District will pay for reimbursement of on-line courses if the Bargaining Unit Member is enrolled in an approved program of study. On-line courses will also count toward salary advancement.

A previously approved course listing (known as CL 2012-2014) shall be maintained by

the Superintendent and the Association President. Courses that are on this previously approved list, or their substantial equivalents, shall not be denied for either horizontal movement or tuition reimbursement unless the proposed course will not relate to the Bargaining Unit Member's current job as determined by the Superintendent. Notwithstanding the foregoing, Bargaining Unit Members who are in a preapproved program of study will be entitled to have their courses eligible for horizontal movement and/or tuition reimbursement, subject to the maximum limitations set forth herein.

Recommendation:

Amend Section 12.012, to read as follows:

The District will pay for reimbursement for course work taken in the employee's area of certification or related to the employee's present job function in the District except when judged by the Administration to be neither in the area of the employee's certification nor related to the employee's job function. In addition, all courses must have the written preapproval of the Superintendent or designee to be eligible for reimbursement.

The district will pay for reimbursement of graduate on-line programs subject to the same conditions as traditional programs. On-line program(s) will also count toward salary advancement.

The District will pay for reimbursement of on-line courses only if the Bargaining Unit Member is enrolled in an approved program of study. On-line courses will also count toward salary advancement

Past practice with respect to course approval prior to July 1, 2018, will not be binding on the District.

Current Language:

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.07 Medical Insurance

The Board agrees to pay its share of the premium cost for Blue Cross Personal

Choice 20/30/70 plan (core plan) for members of the bargaining unit and eligible dependents. Employees who elect to subscribe to the core plan shall make semimonthly contributions (effective September 1, 2016) by payroll deduction to the premium cost of the plan as follows:

Coverage	2016-2017 School Year	2017-2018 School Year and each school year thereafter*
Single	\$32.37/pay	\$40.95/pay
Employee/ Child	\$60.84/pay	\$76.97/pay
Employee / Children	\$69.20/pay	\$87.54/pay
Employee/ Spouse	\$77.62/pay	\$98.19/pay
Family	\$85.99/pay	\$108.77/pay

* If the Personal Choice 20/30/70 premium increase in any given year is less than 15% of the prior year, the employee contribution will be reduced accordingly.

(Employees' pay is based on 24 pays per year. Teachers who select the 20 pay in 10 month option will be prorated accordingly).

In each year, the District share of such premiums will be based on the percentage of time employed.

Coverage for eligible new employees shall become effective the 1st of the month following effective date of employment. Coverage for new employees hired for the full year shall be effective September 1st.

Employees who wish to "buy up" to the Personal Choice 10/20/70 plan may do so by payment of the same contribution as to the core plan and by paying the entire difference in premium between the core plan and PC 10/20/70. The District will continue to pay the same dollar amount as to the core plan.

Recommendation:

Amend Section 12.07 Medical Insurance, to read as follows:

The Board agrees to pay its share of the premium cost for Blue Cross Personal Choice C4-F4-02 plan (core plan) for members of the bargaining unit and eligible dependents. Employees who elect to subscribe to the core plan shall make semimonthly contributions (effective January 1, 2019) by payroll deduction subject to a premium cost of 12% that will be in effect for the 2018-2019 and 2019-2020 school years and a premium cost of 15% during the 2020-2021 school year and each school year thereafter. Premium costs will be paid through mandatory payroll deductions.

Employees who wish to “buy-up” to the Personal Choice 20/30/70 plan may do so by payment of the same contribution as to the core plan and paying the entire difference between the District’s contribution to the premium for the core plan and the District’s contribution to the premium for PC 20/30/70 plan. The District will continue to pay the same dollar contribution as it would have paid under the core plan.

Effective as soon as practicable following Contract ratification, the parties shall form a joint labor/management committee consisting of equal representation from the Association and the District for the express purpose of meeting and discussing the potential implementation of a third health benefit plan that could potentially be offered in the District. The joint committee shall make a recommendation to their respective constituencies no later than May 1, 2019, for the express purpose of implementing a health benefit plan effective no later than July 1, 2019

In each year, the District share of such premiums will be based on the percentage of time employed.

Coverage for eligible new employees shall become effective the 1st of the month following effective date of employment. Coverage for new employees hired for the full year shall be effective September 1st.

All premium shares will be subject to mandatory payroll deductions.

Employees who elect the Personal Choice 20/30/70 plan shall make semimonthly contributions based upon the buy-up formula set forth herein.

Employees who elect to buy up to the 20-30-70 healthcare plan shall pay the applicable premium share of the core plan (C4-F4-02) plus any difference between the total premiums between the core plan and the 20-30-70 healthcare plan. The Employer shall pay no more than the applicable employer premium share of the core plan in each contract year as set forth herein.

All bargaining unit employees (not including the spouses or dependents) who are enrolled in the District's health benefit plan who are habitual or regular tobacco and/or nicotine users (excluding those who use such substances less than five (5) times per year), including tobacco chewing, e-cigarettes and smokers, will be subject to an Employee premium tobacco surcharge of \$50 per month per employee, unless the covered Employee is enrolled in a smoking cessation program approved by the District or Insurance Provider/Administrator. All employees will be required to complete and execute a tobacco declaration form. Those employees who declare on said form that they do not habitually or regularly use tobacco or nicotine products shall not be subject to the monthly surcharge. Such employees are under the continuing obligation to disclose to the District any change in their tobacco use habits.

In the event that any health benefit plan offered by the District exceeds the threshold requirements for an excise tax, penalty, or other form of tax under the Affordable Care Act, the parties will agree that such tax, penalty, or other form of tax under the ACA will be shared equally between the Association and the District on a 50%/50% basis. The Association Bargaining Unit Members' share of such tax, penalty, or other form of tax under the ACA shall be made through mandatory payroll deductions.

The District shall adopt an IRS Section 125 Plan and permit all employees to participate in the Section 125 flexible spending account program for medical care and dependent care (subject to an annual maximum and dependent care maximum as permitted pursuant to IRS regulations).

Current Language:

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.07 Medical Insurance

12.071 An Employee who retires and who wishes to continue medical insurance coverage for Employee or Employee's spouse may do so in accordance with the

provisions of Section 5513 of the Public School Code of 1949.

Effective July 1, 2015, an employee retiring from the District having completed twenty five (25) years of service in the Pennsylvania Public School Employees' Retirement System and who has served the Great Valley School District successfully for fifteen (15) consecutive years, may continue to subscribe to medical insurance coverage for the individual retiring employee only at the same District expense for a maximum period of three calendar years following the date of retirement, subject to the provisions of Section 5-513 of the Public School Code of 1949, as amended. The retiree will be required to make the same contribution to the plan as a current employee plus the then current PSERS reimbursement rate.

Recommendation:

Amend Section 12.071, to read as follows:

An Employee who retires and who wishes to continue medical insurance coverage for Employee or Employee's spouse may do so in accordance with the provisions of Section 5513 of the Public School Code of 1949.

Until June 30, 2020, the existing Contract language set forth in 12.071 shall remain in full force and effect.

Effective July 1, 2020, an employee retiring from the District having completed twenty-five (25) years of service in the Pennsylvania Public School Employees' Retirement System and who has served the Great Valley School District successfully for fifteen (15) consecutive years will receive an Employer-funded health reimbursement account, for so long as the same is permitted pursuant to law, in the total amount of \$20,000.00 under the condition that notwithstanding the provisions of Section 5-513 of the Public School Code of 1949, the individual retiring employee must no longer remain on the Great Valley School District Health Benefit Plan and must opt for either the PSERS health options plan, a private insurance plan, or an insurance plan offered by the Federal Exchange, or any other health benefit plan other than the District's health benefit plan.

Current Language:

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.08 Dental Insurance

Upon application to the District on the appropriate forms, the Board agrees to pay one hundred percent (100%) of the premium for Pennsylvania Blue Cross-Blue Shield basic dental program or equivalent subject to a \$50 per year deductible per covered person to a maximum of \$100 per year deductible per family effective January 1, 2005, with Prosthetic and Periodontic Riders and a policy rider for teeth restoration and replacement (Prosthetic and Crown, Inlay and Onlay Restorations) for members of the bargaining unit and their dependents

The District will pay one hundred percent (100%) of the premium for an Orthodontic Rider providing for 50% reimbursement to a maximum of \$2,000, for eligible employee dependents to age nineteen (19). The District will pay one hundred percent (100%) for a 80% UCR rider for Prosthetic and Crown, Inlay and Onlay restoration for members of the bargaining unit and their dependents.

There will be a \$1,500 per covered person maximum benefit for each calendar year.

Coverage for new eligible employees will become effective the 1st of the month following effective date of application.

In each year, the District share of such premiums will be based on the percentage of time employed.

Recommendation:

No Change.

Current Language:

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.09 Vision Insurance

Upon application to the District on the appropriate forms, the Board agrees to pay one hundred percent (100%) of the premium cost for individual or family coverage

in a vision care program for eligible employees selecting such coverage.

Coverage for new eligible employees will become effective on the 1st of the month following effective date of employment.

In each year, the District share of such premiums for individual or family coverage will be based on the percentage of time employed.

Recommendation:

No Change.

Current Language:

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.10 Prescription Drug

The Board will pay 100% of the premium cost for prescription drug coverage for eligible employees and eligible dependents selecting such coverage. The plan shall provide a prescription formulary drug plan with deductibles of \$10/25/35 for generic, formulary brand, and non-formulary brand. Effective July 1, 2017 deductibles shall be \$10/35/50 for generic, formulary brand, and non-formulary brand. In addition, the agreed upon Advanced Utilization Management program package incorporating prior authorization, step therapy, drug quantity management, pharmacy compounding as outlined by the Pharmacy Benefits Manager (PBM) shall remain included in the District's prescription program.

Generic drugs will be mandatory unless physician specifies otherwise. Mail order drugs shall be mandatory for all maintenance drugs with 2 co-payments for a ninety (90) day supply.

The District shall reimburse for any copays beyond one (1) in a 30-day period for the same drug prescription as the result of the Drug Quantity Management.

The District shall provide the Association with a list of all drugs covered under prior authorization, step therapy, and drug quantity management on an annual basis.

Coverage for new eligible employees will become effective the 1st of the month following effective date of employment.

In each year, the district share of such premiums will be based on the percentage of time employed.

Recommendation:

Amend Section 12.10 Prescription Drug, to read as follows:

Effective January 1, 2019, the Board will pay 88% of the premium cost for prescription drug coverage for eligible employees and eligible dependents selecting such coverage. Effective July 1, 2019, the Board will pay 88% of the premium cost for prescription drug coverage for eligible employees and eligible dependents selecting such coverage. Effective July 1, 2020, the Board will pay 85% of the premium cost for prescription drug coverage for eligible employees and eligible dependents selecting such coverage. Effective January 1, 2019, the plan shall provide a prescription formulary drug plan with deductibles of \$10/25/50 for generic, formulary brand, and non-formulary brand. Effective January 1, 2019, specialty drugs shall be subject to a 2.5% premium share by the bargaining unit member with a \$750 individual/\$1,500 annual maximum specialty premium amount. In addition, the agreed upon Advanced Utilization Management program package incorporating prior authorization, step therapy, drug quantity management, pharmacy compounding as outlined by the Pharmacy Benefits Manager (PBM) shall remain included in the District's prescription program.

Generic drugs will be mandatory unless physician specifies otherwise. Mail order drugs shall be mandatory for all maintenance drugs with 2 co-payments for a ninety (90) day supply.

The District shall reimburse for any copays beyond one (1) in a 30-day period for the same drug prescription as the result of the Drug Quantity Management.

Coverage for new eligible employees will become effective the 1st of the month following effective date of employment.

In each year, the district share of such premiums will be based on the percentage of time employed.

Current Language:

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.15 Personal Leave

Three (3) days of personal leave per year shall be granted each professional employee upon his/her request without loss of pay or charge against sick leave.

Personal leave is subject to the following conditions:

- (a) Each employee shall be permitted to accumulate up to five (5) personal days for use in a single year.
- (b) At the conclusion of each school year, unused personal leave days above five (5) will be converted to sick leave days and added to accumulated sick leave.
- (c) No additional paid personal leave days shall be granted.

Recommendation:

No Change.

HOURS OF WORK AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

Current Language:

13.0 APPENDIX C - HOURS OF WORK AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

13.01 The School Year

Full-time employees in the bargaining unit shall be scheduled to work 190 days per year. This number of days will be considered as the basis for the professional salary schedule. New employees shall be scheduled to work up to seven (7) additional days during their first full school year of employment in the Great Valley School District

Recommendation:

No Change

Current Language:

13.0 APPENDIX C - HOURS OF WORK AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

13.02 Length of School Day

The length of the in-school work day for all full-time Bargaining Unit Members shall be 7 hours and 45 minutes, inclusive of lunch. While the length of the school day is 7 hours and 45 minutes, the Board and the Association recognize that a teacher's professional responsibilities at times extend beyond this period. The Association agrees to extend the work day to cover these additional responsibilities. The Board agrees that activities which extend the day shall be kept at a reasonable level.

The school principals shall schedule each full-time elementary Bargaining Unit Member a minimum of 45 minutes of unassigned time daily during the student day, of which a minimum of 30 minutes is continuous during the student day.

The school principals shall schedule each full-time middle school and high school teacher with a minimum of one academic period of unassigned time daily.

Recommendation:

No Change

EDR NON-COACHING AND COACHING SALARIES:

Current Language:

16.0 APPENDIX F - EDR Non-Coaching and Coaching Salaries

Alt. P.E. MOA

1. The District shall not furlough or demote any bargaining unit member as a direct result of the Policy.

2. The District shall not transfer any bargaining unit member assigned to the Physical Education Department to another Department as a result of the Policy.

3. The District shall not expand the Policy to apply to the middle or elementary schools.

4. The District shall not reduce the one and one-half (1.5) Physical Education credit required for District High School Students.

5. This MOA shall be effective for the term of the CBA and it is understood that this entire MOA shall sunset and have no further force and effect on and after June 29, 2018.

6. The Association shall request to withdraw the ULP within ten days of the effective date of the MOA.

7. The parties agree that this MOA shall not be deemed a past practice of the District or the Association nor shall it set a precedent in the District for either party to rely on in any subsequent dispute on this issue.

8. Any violation of this MOA shall be subject to the grievance provision of the parties' CBA.

9. All other terms of the parties' CBA shall remain in full force and effect.

10. This MOA is a compromise settlement and is not an admission of liability or wrongdoing of whatever nature on the part of any party.

11. The parties reserve all rights under all applicable laws and the CBA including but not limited to right to challenge future violations of the CBA or violations of the law.

The effective date of this MOA shall be the date the last party signs this Memorandum.

Recommendation:

No contract language, as the memorandum of agreement has SUNSET.

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

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



John M. Skonier
Fact Finder

Date: October 1, 2018