

School District's Final and Best Offer

Sunday, June 28, 2015

SHIKELLAMY SCHOOL DISTRICT

Final Best Offer

(Sunday, June 28, 2015)

As its final and best offer, the School District offer the following:

1. All terms and conditions of the July 1, 2009 to June 30, 2014, collective bargaining agreement ("the CBA") shall remain the same except as stated hereinafter. Numbering and/or renumbering of sections and subsections as required are to be made.
2. All of the style, grammar and editorial changes and those changes necessary for compliance with applicable law, set forth in the School District's proposal dated February 26, 2014, shall be made to the CBA.
3. A new section 1.4 shall be added as follows:

Section 1.4 – Definitions

When capitalized, the following terms shall have the meaning given to them in this Section unless the context clearly indicates otherwise:

1. "Agreement" means this Collective Bargaining Agreement negotiated between the Association and the District. There are no "side agreements," Memorandum of Understandings or Memorandum of Agreements between the parties hereto except for those agreed upon by the parties after entering into this Agreement.
2. "Association" means the Shikellamy Education Association, and its agents and representatives
3. "Bargaining Unit" means all Employees covered under the terms and conditions of this Agreement.
4. "District" means the Shikellamy School District.
5. "Employee" means an employee in the Bargaining Unit.
6. "FMLA" shall mean the Family and Medical Leave Act and its implementing regulations.
7. "Professional Employee" shall have the same meaning as in the School Code.
8. "School Board" or "Board" means the Board of School Directors of the District.

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9. "School Year" means the period of time from July 1 to the subsequent June 30 each year.
10. "Substitute Teacher" shall have the same meaning as the term "substitute" in Article XI of the School Code.
11. "Superintendent" means, as applicable, the Superintendent of Schools of the School District, any acting Superintendent, any Interim Superintendent, or the designee of any of them.
12. "Temporary Professional Employee" shall have the same meaning as in the School Code.
13. "Work Day" and "Working Days" shall mean the weekdays of Monday through Friday, inclusive, providing the central office of the District is open for business.

4. Section 2.4 of the CBA shall be deleted and replaced with the following:

The Association and the District may request the services of the Pennsylvania Bureau of Mediation ("the Bureau). Method of selection of the arbitrator shall be determined by the rules set forth by the Bureau. Notwithstanding anything herein to the contrary, no Employee may submit a grievance to arbitration without the written agreement of the Association at the time that the Employee files the appeal to arbitration.

The arbitrator's final decision or award that is not inconsistent with the terms of this Agreement shall be final and binding upon the parties hereto; provided, however, that the arbitrator has no authority or power to add to, delete from, disregard, or in any other manner alter any of the written terms, provisions or conditions of this Agreement. The arbitrator shall render his decision within thirty (30) days of the hearing or the filing of post-hearing briefs if such briefs are to be filed. The failure of an arbitrator to issue a decision within the timelines set forth herein shall not affect the binding nature of the decision.

The fees and expenses of the arbitrator hereunder and the charges incurred in connection with the arbitration shall be borne equally by the District and the Association.

5. Section 5.1 of the CBA shall be deleted and replaced with the following:

First-year Employees shall work one hundred eighty-six (186) days. Thereafter, each Employee shall work one hundred eighty-five (185) days. The extra day for first year Employees shall be used for orientation of the new staff members.

6. Paragraph 6.2, subparagraph I of the CBA , relating to "Individuals Covered", shall be deleted and replaced with the following:

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A leave of absence for child-rearing purposes shall be granted to Employees for the birth of a child and to care for the newborn child within one year of birth; and for the placement with the Employee of a child for adoption or foster care and to care for the newly placed child within one year of placement. Notwithstanding anything herein to the contrary, a husband and wife who are both Employees may not take a child-rearing leave concurrently. Nothing in this Agreement shall be construed in a manner that limits any Employee's rights under the terms, conditions, limitations and exclusions of the FMLA.

7. Section 8.1 of the CBA shall be deleted and replaced with the following:

This benefit shall be available to full-time Employees only and shall be subject to the following terms, conditions and limitations. The District will reimburse Employees who have at least one (1) year experience in the District and have already earned eight (8) credits towards permanent certification, for their tuition costs up to an amount equal to the Bloomsburg University rate for graduate credits up to twelve (12) credits provided that the Employee successfully completes each course for which tuition reimbursement is sought. The phrase "successful completion" under this Agreement shall mean that the Employee has earned an "A" or "B" in the course, or has earned a "Pass" in a course that is offered only as a "pass-fail" course. In the event that a course is offered either as a course for a grade or as a "pass-fail" course, the Employee must take the course for a grade.

1. The Employee shall be required to execute a statement that should employment be terminated prior to the end of the academic year in which the tuition payment was made, the amount of the payment will be deducted from the last pay check to be received by the Employee.
2. All courses must be approved in advance by the Superintendent. The starting date of the course shall be the year in which the credit costs are charged to the Employee. Approval shall not be unreasonably denied.
3. If an Employee requests in writing, the District will pre-pay the tuition for approved credits. It is agreed that if written proof of successful completion of the course(s) is not submitted to the Superintendent within sixty (60) days of the course ending date the amount of prepayment will be deducted from the Employee's next regular pay(s). Written notice of this will be given to the employee at the time of application for prepayment. In all other instances, the employee will be reimbursed for tuition expenses upon successful completion of the course.
4. If the Employee withdraws or does not otherwise successfully complete the course, no money will be reimbursed by the District for the course.

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5. Reimbursement will be paid only for courses (1) directly related to the Employee's present assignment (i.e., not general education courses that would be applicable to multiple areas); or (2) for a new area of teaching certification when the District has asked the Employee to obtain the new area of certification; or (3) leading to the Employee's first advanced degree in education
6. No reimbursement shall be made for any correspondence courses, cyber course or courses offered on cruise ships or at vacation venues. To qualify for reimbursement, the course or program must be provided at a "brick-and-mortar" educational institution.
7. Responsibility for applying for any salary adjustment and providing the necessary supporting documentation rests with the Employee.
8. In the event that an Employee who has received reimbursement of tuition pursuant to this Agreement does not remain employed by the School District for two (2) full semesters beyond the last day of the course or program for which the Employee was reimbursed, the Employee shall repay to the School District the amounts paid pursuant to this provision within a time period mutually agreed upon by the School District and the Employee. The Employee's failure or refusal to return the money to the School District within the mutually agreed upon payment schedule (which may not be unreasonably lengthy) shall result in the Employee also being assessed the attorneys fees and costs in the event that the School District must initiate litigation to recover the amounts due and owing. In the event of extenuating circumstances, the Superintendent may waive this provision. The Superintendent's decision whether to waive the Employee's requirement to repay the tuition reimbursement shall not be subject to the grievance or arbitration provisions of this Agreement.
9. Notwithstanding anything herein to the contrary, Long-Term Substitutes shall not be entitled to tuition reimbursement during or with respect to their first year of employment as a Long-Term Substitute. A Long-Term Substitute shall be entitled to tuition reimbursement subject to the terms, conditions and limitations contained in this Agreement beginning with the second year of employment as a Long-Term Substitute. A Long-Term Substitute shall be considered to be in his/her second year of employment as a Long-Term Substitute if he/she had been employed by the School District previously as a Long-Term Substitute for either two full half-year assignments or one full-year assignment and completed such assignments. Once the Long-Term Substitute has fulfilled his/her eligibility requirement, the Long-Term Substitute shall be eligible for tuition reimbursement subject to the terms, conditions and limitations set forth in this Agreement.
10. Notwithstanding anything in this Agreement to the contrary, the School District shall not provide tuition reimbursement to any Employee who has obtained or taken sufficient course to obtain a Master's degree.

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11. Employees will have ninety (90) days from the date of completion of the course to apply for reimbursement to and submit all required paperwork.
 12. The aggregate maximum amount of reimbursement to be paid in any one School Year by the School District to all Employees shall be in the amount of One Hundred and Thirty Thousand and No Cents Dollars (\$130,000.00) to be implemented on a first come-basis, first-served basis with completion and submission of required paperwork being used for this purpose. The last day of the course or program will determine the School Year for purposes of determining the maximum number of credits to be reimbursed to any eligible Professional Employee or Temporary Professional Employee. These aggregate amounts shall be adjusted up each year proportionately if and to the extent that the number of Employees in the Bargaining Unit is increased. (For this purpose, Long-term substitutes shall not be counted.)
8. Section 10.1 of the CBA shall be deleted and replaced with the following:
- A. Subject to the terms, conditions and limitations set forth in this Agreement and in the applicable insurance plans, the Board shall provide each employee with hospitalization protection as indicated below:

For the contract period, each employee who enrolls shall be provided with hospitalization protection for himself, herself, spouse and children. The plan shall be paid by the district for coverage at least equal to the previous year's program. Being aware of increased costs of hospitalization insurance, both parties agree that insurance cost containment shall be an item for discussion at meetings as specified in Section 14.9 of this Agreement.
 - B. Notwithstanding anything in this Agreement to the contrary, if, at any time, the premium for any School District health insurance plan will exceed the threshold amount as stated in the current Patient Protection and Affordable Care Act (or as stated in any applicable federal or state legislation enacted hereinafter) so as to subject such a plan to a tax or fee, the parties agree that said plan will either be modified so as to reduce the premium below the threshold amount or eliminated as a plan option in its entirety, in the year prior to the year in which such tax shall be applicable. If such a plan is not modified or eliminated, and such tax is imposed upon the District either directly or indirectly, all employees who enroll in that plan shall pay the entire amount of the tax or fee imposed upon the District relative to the total premium so as to pay the difference, in addition to the agreed upon employee contribution as stated in the contract.
- If, during the term of this agreement there should be modifications to the Patient Protection and Affordable Care Act as amended, or any federal law successor or similar state legislation, interpretative regulations thereto, or should there be any court rulings impacting such laws or regulations which cause a significant

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increase in health care costs to the District than the costs contemplated as of the date of ratification, as solely determined by the District, the following process shall be followed:

- (1) The District shall notify the Association that it has decided that a significant increase in health care costs has developed due to one of the reasons noted above and what it intends to do to eliminate those increases.
 - (2) The Association will have up to 30 calendar days from the date of such notice to meet and discuss concerning the matter.
 - (3) In the absence of mutual agreement on how the matter will be addressed, the District's decision as to what it intends to do to eliminate those increases will be implemented by the District without objection from the Association.
- C. Eligible employees who enroll in the hospitalization insurance plan will contribute fifteen percent (15%) of the applicable premium, deducted in equal amounts per pay, toward the premiums for such insurance. These contributions will be made in accordance with an IRS Section 125 plan established by the District for this purpose. If a husband and wife are both employed by the district and insured under the same plan: (1) only one Employee will contribute toward the premium; and (2) the Employee who contributes shall be designated as the covered Employee and the spouse shall be designated as the Spouse.
- D. The change in Employee contribution to premiums as stated in the preceding paragraph shall be implemented on the effective date of step increases as described in section 11.2 of this Agreement. By way of clarity, in the event that wage increases are retroactive, the Employee health care contribution rate will be applied retroactively; but in the event that wages are prospective only, the health care contribution rate will be applied prospectively only.
- E. Notwithstanding anything herein to the contrary, if an Employee's annual increase in health care contribution for the first year when wages and premium share are effective completely offsets any pay raise to which the Employee is entitled by virtue of step and/or column movement, the School District shall provide a further stipend to the Employee so that after payment of his or her premium share deduction, the Employee receives a minimum of a \$1.00 raise in gross wages. This stipend shall not be available for any year after the first school year during which the wage and premium share increases are implemented. The following are examples of implementation of this subparagraph "D":

Ex. 1: Employee moves from Column B, Step 7, to Column B, Step 8. That is an increase of \$1,000. The Employee is paying \$1,560 per year from premium share for family coverage. The premium for family coverage is \$22,788.

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Consequently, the Employee's new premium share is \$3,418.20. This is an annual increase of \$1,858.20. Therefore, in addition to the raise of \$1,000 from the step increase, the Employee will also receive a stipend in the amount of \$859.20 so as to ensure a minimum of a \$1.00 raise.

Ex. 2: Employee moves from Column M, Step 12 to Column M +45, Step 13. That is an increase of \$3,300. The Employee is paying \$1,560 per year for single coverage. The premium for single coverage is \$8,148. Consequently, Employee's new the premium share is \$1,222.20. That is a decrease in premium share and this Employee is not entitled to any additional stipend.

Ex. 3: Employee goes from Column B, Step 7, to Column B, Step 8. That is an increase of \$1,000. The Employee is paying \$1,560 per year from premium share for coverage for one parent and children. The premium for one parent and children is \$15,468. Consequently, the Employee's new premium share is \$2,320.20. This is an annual increase of \$760.20. The Employee is not entitled to any stipend because the premium share increase is less than the wage increase.

Note: The School District's proposal is that the bargaining unit contribute a total of 15% of the total premiums paid by the School District for health care—including hospitalization, doctors and prescription medication. The School District is willing to have the union decide how that will be accomplished. For example, there are the following options: (1) each Employee can simply pay 15% of the cost of the insurance for the Employee, spouse and/or dependents, if any; or (2) each year, the total premiums cost can be determined, it can be multiplied by 15%, and the cost can be borne equally by all Employees receiving insurance without regard to whether it is for single, husband and wife, employee and child(ren), etc. Under the second option, the calculation would have to be made each year, based on the members of the bargaining unit on the first work day of the school year. Although it is the final offer that premium share be at the rate of 15% each year, the District is willing to discuss the mechanics. In the absence of discussion or agreement, the proposal is as stated above. In the absence of agreement, the School District will implement the provision as written above at the point of impasse in accordance with law.

9. Section 10.5 of the CBA shall be deleted and replaced with the following:

Section 10.5 Coordination with Spousal Health Care Insurance

Notwithstanding anything herein to the contrary, in the event that the spouse of any member of the bargaining unit is eligible for health insurance, including hospital, doctor and prescription coverage, through his or her employer, said member of the

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bargaining unit shall not be eligible for such insurance through the School District. Each Employee must advise the School District upon request whether his or her spouse is eligible for such insurance through the spouse's employer and immediately when his or her spouse is eligible. Any Employee who fails to advise the School District of his or her spouse's eligibility for such coverage shall be liable to the School District for the return of any premium that the School District should not have paid, plus reasonable attorneys' fees and costs for any collection effort. In the event that the School District requests such information and the Employee fails to respond or provide the information within ten (10) calendar days of the School District's request, the School District shall discontinue health care coverage until the Employee responds. Any Employee who fails to notify the School District over his or her eligibility for coverage under his spouse's employer's program shall be subject to discharge for willful misconduct.

10. Sections 11.1 and 11.2 of the CBA shall be deleted and replaced with the following:

Section 11.1 Salary Scales

Appendix A at the end of this Agreement states the proposed wages for the 2014-2015 school year. Appendix B at the end of this Agreement states the proposed wages for the 2015-2016, 2016-2017 and 2017-2018 school year years.

Section 11.2 Implementation of Salary Scales

1. The following columns of the salary scale shall be eliminated effective July 1, 2014: "M +15"; "M +30" and "NBC." Notwithstanding the elimination of said columns, any Employee who was on such a column will be paid as if the column remained in the Agreement for as long as the employee is not qualified for the M + 45 column. Appendix C at the end of this Agreement reproduces the following columns for purposes of those current Employees who were on those columns as of June 30, 2014: "M +15"; "M +30" and "NBC." Notwithstanding anything herein to the contrary, any current Employee who was on any of said columns as of June 30, 2014, shall be advanced on said columns represented in Appendix "C" in accordance with the terms and conditions for step advancement set forth in this Agreement until the employee qualifies for placement in the M +45 column as stated in Appendix "B".
2. If agreement is reached between the parties and ratified by the Employees before June 30, 2015, the following rules shall apply for step increase and column movement:
 - a. each Employee shall advance one step on the salary scale, retroactive to July 1, 2014; and

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- b. each Employee who qualifies for movement from any existing column to either the "M" column or the M +45 Column shall be moved during the 2014-15 school year retroactive to the date when the Employee qualified for the movement under existing practice.
3. There shall be no step increase or column movement for any Employee for the 2014-2015 school year.
4. Effective July 1, 2015, each Employee shall move one step from where he or she was placed effective June 30, 2015.
5. Effective July 1, 2016, each Employee shall move one step from where he or she was placed on the last work day of the 2015-2016 school year.
6. Effective July 1, 2017, each Employee shall move one step from where he or she was placed on the last work day of the 2016-2017 school year.
7. Implementation of salary scales. Notwithstanding anything herein to the contrary, step and column movement shall be subject to the following terms, conditions and limitations:
 - a. Except as stated in paragraphs 2, 3 and 5 of this section 11.2, all step increases and salary movement stated in this Agreement shall be prospective only from the date of agreement between the parties or the implementation date as may be declared by the School District after impasse.
 - b. The steps do not necessarily reflect or correspond to one year of service for each step. No Employee who has been on a particular step for more than a year will not be further advanced except as specifically and expressly stated herein.
 - c. Credits applied to the Masters and Masters +45 columns must be graduate level courses approved by the Superintendent.
 - d. Credits applied to the Masters +45 column must be earned subsequent to the awarding of the Master's Degree.
 - e. It shall be the responsibility of each Employee applying for placement on the Master or Masters +45 columns to provide the Superintendent with an official transcript(s) of graduate credits to substantiate the request.

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- f. To be eligible for the Masters and Masters +45 columns, work must be completed by October 1st of the school year in which the request for placement on the Masters and Masters +45 column is made. Payment on the Masters and Masters +45 columns for one-half (½) of the academic year shall be made if work is completed by February 1.
- g. To be eligible for movement to the Masters +45 column, Employees must have a Masters Degree.
- h. All employees who obtained a Masters Equivalency letter from the Department of Education having an effective date prior to December 31, 2010 shall be grandfathered for current and future placement on the Masters and Masters +45 columns as if they had a Master's Degree, so long as such employees meet all other terms and conditions for Masters +45 credits set forth in this Agreement. Masters Equivalency earned after December 31, 2010 shall not be recognized for column placement.

11. A new section 10.6 shall be added that provides as follows:

Section 10.6 Section 125 Plan

The School District, at its sole cost and expense, shall implement a Section 125 Plan into which Employees may make contributions.

Note: The School District shall have six (6) months from the implementation date of the new CBA to implement the Section 125 Plan.

12. A new section 12.3 shall be added that provides as follows:

Section 12.3 Indemnity and Defense

The Association shall defend and indemnify the School District, its employees, agents, officials, officers, school directors and attorneys and School District insurers (hereinafter referred to in this paragraph individually or together as "the School District") from any claims, costs, demands, suits, judgments, actions, charges, or grievances, including attorneys fees, made against any of them growing out of or relating to any acts or omissions allegedly or actually taken in connection with dues or fair share deductions or payments. Defense shall be provided by reimbursing the School District its costs and expenses incurred for its attorney(s) and expenses for defense, such as expert witnesses, court reporters, filing fees, etc.

APPENDIX A

2014-2015

Steps	Bachelors	Masters	M+45
1	45,800	47,300	49,600
2	46,800	48,300	50,600
3	47,800	49,300	51,600
4	48,800	50,300	52,600
5	49,800	51,300	53,600
6	51,300	52,800	55,100
7	52,300	53,800	56,100
8	53,300	54,800	57,100
9	54,300	55,800	58,100
10	55,300	56,800	59,100
11	56,300	57,800	60,100
12	57,300	58,800	61,100
13	58,300	59,800	62,100
14	59,300	60,800	63,100
15	61,300	62,800	65,100
16	63,300	64,800	67,100
17	65,300	66,800	69,100
18	67,300	68,800	71,100
19	68,800	70,300	72,600
20	70,400	71,900	74,200
21	72,100	73,600	75,900
22	74,100	75,600	77,900
23	76,100	77,600	79,900

APPENDIX B

2015-2016

Steps	Bachelors	Masters	M+45
1	45,800	47,300	49,600
2	46,800	48,300	50,600
3	47,800	49,300	51,600
4	48,800	50,300	52,600
5	49,800	51,300	53,600
6	51,300	52,800	55,100
7	52,300	53,800	56,100
8	53,300	54,800	57,100
9	54,300	55,800	58,100
10	55,300	56,800	59,100
11	56,300	57,800	60,100
12	57,300	58,800	61,100
13	58,300	59,800	62,100
14	59,300	60,800	63,100
15	61,300	62,800	65,100
16	63,300	64,800	67,100
17	65,300	66,800	69,100
18	67,300	68,800	71,100
19	68,800	70,300	72,600
20	70,400	71,900	74,200
21	72,100	73,600	75,900
22	74,100	75,600	77,900
23	76,100	77,600	79,900
24	77,300	78,800	81,100

2016-2017

Steps	Bachelors	Masters	M+45
1	45,800	47,300	49,600
2	46,800	48,300	50,600
3	47,800	49,300	51,600
4	48,800	50,300	52,600
5	49,800	51,300	53,600
6	51,300	52,800	55,100
7	52,300	53,800	56,100
8	53,300	54,800	57,100
9	54,300	55,800	58,100
10	55,300	56,800	59,100
11	56,300	57,800	60,100
12	57,300	58,800	61,100
13	58,300	59,800	62,100
14	59,300	60,800	63,100
15	61,300	62,800	65,100
16	63,300	64,800	67,100
17	65,300	66,800	69,100
18	67,300	68,800	71,100
19	68,800	70,300	72,600
20	70,400	71,900	74,200
21	72,100	73,600	75,900
22	74,100	75,600	77,900
23	76,100	77,600	79,900
24	77,300	78,800	81,100
25	78,500	80,000	82,300

2017-2018

Steps	Bachelors	Masters	M+45
1	45,800	47,300	49,600
2	46,800	48,300	50,600
3	47,800	49,300	51,600
4	48,800	50,300	52,600
5	49,800	51,300	53,600
6	51,300	52,800	55,100
7	52,300	53,800	56,100
8	53,300	54,800	57,100
9	54,300	55,800	58,100
10	55,300	56,800	59,100
11	56,300	57,800	60,100
12	57,300	58,800	61,100
13	58,300	59,800	62,100
14	59,300	60,800	63,100
15	61,300	62,800	65,100
16	63,300	64,800	67,100
17	65,300	66,800	69,100
18	67,300	68,800	71,100
19	68,800	70,300	72,600
20	70,400	71,900	74,200
21	72,100	73,600	75,900
22	74,100	75,600	77,900
23	76,100	77,600	79,900
24	77,300	78,800	81,100
25	78,500	80,000	82,300
26	79,700	81,200	83,500

APPENDIX C

Steps	M+15	M+30	NBC
1	48,100	48,800	49,600
2	49,100	49,800	50,600
3	50,100	50,800	51,600
4	51,100	51,800	52,600
5	52,100	52,800	53,600
6	53,600	54,300	55,100
7	54,600	55,300	56,100
8	55,600	56,300	57,100
9	56,600	57,300	58,100
10	57,600	58,300	59,100
11	58,600	59,300	60,100
12	59,600	60,300	61,100
13	60,600	61,300	62,100
14	61,600	62,300	63,100
15	63,600	64,300	65,100
16	65,600	66,300	67,100
17	67,600	68,300	69,100
18	69,600	70,300	71,100
19	71,100	71,800	72,600
20	72,700	73,400	74,200
21	74,400	75,100	75,900
22	76,400	77,100	77,900
23*	78,400	79,100	79,900
24**	79,600	80,300	81,100
25***	80,800	81,500	82,300
26****	82,000	82,700	83,500

* 2014-2015

** 2015-2016

*** 2016-2017

**** 2017-2018