

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of the Arbitration

Act 88-Mandatory Non-Binding
Arbitration
PERA Act 88-08-8-E
AAA Case No. 14 370 L 009812

Between

NESHAMINY FEDERATION OF TEACHERS

And

NESHAMINY SCHOOL DISTRICT

BEFORE

Rochelle K. Kaplan, Esq.
Impartial Arbitrator

Thomas W. Jennings, Esq.
Arbitrator for the Federation

Charles N. Sweet, Esq.
Arbitrator for the School District

INTRODUCTION

The undersigned arbitrators were duly appointed as the Board of Arbitration pursuant to the provisions of Pennsylvania Statutes Annotated Title 24 Section 11-1125A (b) Act 88 of 1992 as a result of a bargaining impasse between the Neshaminy School District (SD) and the Neshaminy Federation of Teachers (NFT). Hearings in this matter were conducted on February 28, March 9, March 12, and March 20, 2012 at the Neshaminy School District Administrative offices in Langhorne, Pennsylvania where both parties had a full and fair opportunity to present testimony, documentary and other evidence, examine and cross examine witness and offer arguments in support of their respective final best offers in bargaining. The panel held several executive sessions to review the materials, discuss the proposals, and determine whether there was need for additional hearings.

Based on the evidence in the record and the deliberations of the panel, the recommendations set forth in this Award are offered to the parties as resolution of the issues in dispute.

AWARD

1. Article XIV Duration of Agreement

This Agreement shall be effective as of July 1, 2008 and continue in effect up to and including June 30, 2015.

2. Article IV Wages

Step movement, credit level movement, salary schedule increases, and retroactivity are as follows:

- a. The salary schedule in effect currently shall be modified:

Effective July 1, 2008 -0% increase to the salary schedule

Effective July 1, 2009- 0% increase to the salary schedule

Effective July 1, 2010- 0% increase to the salary schedule

Effective July 1 2011-1% increase to the salary schedule

Effective July 1, 2012-1.5% increase to the salary schedule

Effective July 1, 2013-2% increase to the salary schedule

Effective July 1, 2014-2.25% increase to the salary schedule

b. Step and credit placement and movement

All bargaining unit members shall be placed on the step and credit level appropriate to their actual service/credits as of June 30, 2012 or the date of mutual ratification of this Agreement which ever is later. Each year thereafter during the term of this Agreement, bargaining unit members will move up a step and /or move to the appropriate credit level column in accordance with Article IV of this Agreement.

c. Retroactivity

Bargaining unit member shall receive 50% accrued back pay from salary schedule increases, missed steps and or credit adjustments from July 1, 2008 through June 30, 2012. Payment of the accrued back pay shall be made to any bargaining unit member on the payroll as of the date on which this agreement is mutually ratified. Payment shall be made to bargaining unit members in 12 equal payments between July 1, 2012 and June 30, 2015.

3. Article IV, Wages- Section Article 6-1.3, Appendix C Co-Curricular Salary Schedules and ancillary services Article 6.8, 6-9, 6-10, 6-11, 6-15.

All salaries listed in these sections and appendix shall be adjusted by the same percentage and on the same date as the base salary schedule set forth above.

4. Article IV, Wages Article 6-6. Calculation of Pay and Appendix C.

Reject NFT proposal on 10.5/10 month positions, High School Faculty Officials and Music Festival.

5. Article IV, Wages, Section 6-7.1 Longevity

Reject SD proposal to eliminate longevity. Retain current language.

6. Article IV, Wages, Section 6.12- Service Benefit

Accept the SD proposal to retain status quo on service benefit at \$70/day

7. Article IV, Wages, Section 6.3 Regulation Governing Placement on Schedule and 6.4, Tuition reimbursement)

a. Accept SD proposal to retain status quo on \$290 per course credit.

b. Accept SD proposal to eliminate MEQ effective upon mutual ratification of this Agreement. Grandfather exception- Individuals currently working toward an MEQ may continue, however the MEQ must be obtained by June 30, 2015.

d. Accept SD proposal that the criteria for credit level movement is the same as the criteria for tuition reimbursement in section 6-4.

e. Accept SD proposal on correspondence, audio, tape online courses and/or video tape courses that are not offered as part of a Master's degree program or other advanced degree program in which the employees is enrolled or approved at the discretion of the Superintendent.

8. Article VI, Wages, Section 6-5 Pay Practice

Reject SD proposal to require suspended employees who want health care coverage continued to August 31 of the year of the suspension to pay the employee contribution in advance.

9. Article VIII, Insurance and Retirement Benefits, Section 8-1 Health Insurance

a. Accept NFT proposal to adopt the modified 20/30/70 Health Care Plan

b. New Section-Employee Contributions: The following employee contribution to the health care premium:

Effective July 1, 2012-10%

Effective July 1, 2013-11%

Effective July 1, 2014-12%

c. Accept NFT proposal on the prescription co-payment plan of 10/20/35 and elimination of the Single Source formulary.

10. Article VIII, Insurance and Retirement Benefit, New Section 8-1.4

Reject SD Proposal that employees who are spouses or dependents of employees not entitled to opt out.

11. Article VIII, Insurance and Retirement Benefit, Sections 8-2 Disability Insurance and 8-4 Dental Insurance

Reject NFT proposals on disability and dental.

12. Article VIII, Insurance and Retirement Benefit, Section 8-2 Disability Insurance and Article VI, Wages, Section 6-13, Workers Compensation

Reject SD proposals to limit sick leave compensation to two weeks and that disability insurance will not be paid for any period which workers compensation payments are made.

13. Article VIII, Insurance and Retirement Benefits, Section 8-12 Partial Contracts, and Article VI, Wages, Section 6-14 Partial Contract Employees

Reject SD proposals to change the language in these provisions pertaining to health care. Adopt SD proposal to change the definition of partial contract to be consistent with the normal work day found in Section 10-25.1.

14. Article VIII, Insurance and Retirement Benefits, Section 8-16 Change in Insurance Carriers

Reject SD proposal on modifying the language regarding changing insurance carriers.

15. SD proposal regarding a Health Care consortium is moot as the NFT has joined the Bucks and Montgomery County Schools Joint Labor/Management Health Care Consortium.

16. Article V, Grievance Procedure, Section 5-1.2 and 5-6

Accept SD proposal to shorten the time for filing of a grievance from 60 working days to 20 working days. Maintain status quo on the use of the American Arbitration Association for the administration of grievance arbitration.

17. Article VII, Long Term Per Diem Substitutes, Section 7.2.

Reject SD proposal to modify the language regarding giving consideration to long-term substitutes for appointment to vacancies.

18. Article X, Other Conditions of Employment, Sections 10-1, Announcements

Reject SD proposal to delete this provision.

19. Article X, Other Conditions of Employment, Sections 10-7, Committees and 10-9, Discipline Policy

Reject the SD proposal to change the current language in sections 10.7.3, 10.9.2.regarding committee decision making. Reject NFT proposal to add new language regarding school development/improvement decisions.

20. Article X, Other Conditions of Employment, Section 10-24.3 Multi-building assignment

Reject SD proposal on travel time.

21. Article X, Other Conditions of Employment, Section 10-25.1 Normal Work Day

Accept SD proposal on changing hours from 7 to 7.5 hours per day.

22. Article X, Other Conditions of Employment Section 10-26.1 Normal Work Year

Accept SD proposal to change 188.5 days in a normal work year to 190.5 days in a normal work year.

23. Article X, Other Conditions of Employment, Section 10-13.1 Personal days.

Accept SD proposal to reduce personal days to 3 with additional days to be granted at the discretion of the Superintendent

24. Article XI General Provisions

Reject SD proposal to change the language in Article XI pertaining to preexisting benefits language. Reject SD proposal to add language to terminate the Agreement if there is a negative referendum.

25. Early Retirement- Side Agreement

The following changes are recommended:

- a. Eligibility: 15 years of service for health care coverage; 20 years of service for the incentive and health care coverage.
- b. Incentive payment: twenty years of service \$20,000, with an additional \$1000 for each year of service to a maximum of \$25, 000.
- c. Health insurance for employees and spouse, current and future retirees shall be subject to the same health care contribution rates to be paid as current employees
- d. New retirees will be limited to 25% net premium cost for opting out.
- e. This Early Retirement Side Agreement expires at the end of this Collective Bargaining Agreement on June 30, 2015.

26. Appendix B, COLA

Reject SD proposal to eliminate this Appendix

27. Appendix D, Letters of Agreement-

Reject SD proposal on changing classroom student-teacher ratio.

28. Appendix D, Letters of Agreement

Accept SD proposal on opt out at 25% of net premium costs to School District.

29. Reject SD proposal on Letters of Recommendation

30. Reject SD proposal on Home Access

31. Reject SD proposal on Mandatory Drug testing.

32. Reject SD proposal on background check for current employees. New requirements under the School Code as amended by Act 24 of 2011 and signed into law on June 30, 2011 address this issue.

33. Reject SD proposal on reporting arrest and conviction within 72 hours. New requirements under the School Code as amended by Act 24 of 2011 signed in to law by Governor Corbett on June 30, 2011 address this issue.

34. Reject NFT proposal on Special Education Cap

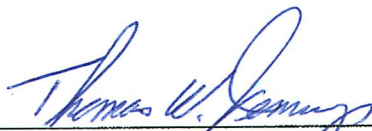
CONCLUSION

All remaining terms and conditions of the parties' written agreement not modified by this Award shall remain "as is" except for the change of dates, as necessary. All proposals of the parties not included in this award or adopted by the parties shall be deemed denied.



Rochelle K. Kaplan, Esq.
Impartial Arbitrator

May 2, 2012



Thomas W. Jennings, Esq.
Arbitrator for the Federation

May 5, 2012

Date

CONCUR

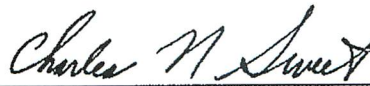
1, 2(b), 3, 5, 6, 7, 8, 10, 11
12, 13, 14, 15, 16, 17, 18, 19
20, 24, 26, 27, 29, 30, 31,
32, 33

CONCUR WITH RESERVATION

2(a), 2(c), 9, 25, 28

DISSENT

4, 21, 22, 23, 34



Charles N. Sweet, Esq.
Arbitrator for the School District

CONCUR AND } SEE
DISSSENT } BELOW

May 3, 2012

Date

CONCUR: ISSUES Nos. 1, 4, 6, 7, 11, 13, 14, 15, 16,
20, 21, 22, 23, 28, 31, 32, 33 AND 34.

DISSSENT: ISSUES Nos. 2, 3, 5, 8, 9, 10, 12, 17, 18, 19,
24, 25, 26, 27, 29, AND 30.

Charles N Sweet 5/3/12