

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD**

**IN THE MATTER OF THE FACT FINDING BETWEEN**

**SELINGROVE AREA EDUCATION  
ASSOCIATION, PSEA/NEA**

**-AND-**

**ACT 88-24-4-E**

**SELINGROVE AREA SCHOOL  
DISTRICT**

**FACT FINDING REPORT AND RECOMMENDATIONS**

**APPOINTED:** May 8, 2023

**FACT FINDER:** John C. Alfano, Arbitrator & Mediator

**FOR THE UNION:** Brian Landis, UniServ Representative  
Pennsylvania State Education Association, NEA  
400 Shiloh Road  
State College, PA 16801

**FOR THE DISTRICT:** Benjamin Pratt, Esq.  
Saxon & Stump  
280 Granite Run Drive, Suite 300  
Lancaster, PA 17601

**PRELIMINARY STATEMENT**

The **UNDERSIGNED**, appointed by the Pennsylvania Labor Relations Board (“Board”), pursuant to Act 88 of 1992, conducted a fact finding on July 11, 2023 from 10:00 to 2:00 p.m. with the Selingsrove Area Education Association (“Association”) and the Selingsrove Area School District (“District”), at the District office at 329 Seals Avenue, Selingsrove, Pennsylvania. In addition to the advocates, the following people were in attendance (in alphabetical order):

1. James Henniger-Voss, Asst. Director of Research, PSEA

2. Jeffrey Hummel, Business Manager
3. Frank Jankowski, Superintendent
4. Matthew Metzgar, SAEA Chief Negotiator

### **BACKGROUND**

The District is a suburban and rural school district of a 105 square miles located in Selinsgrove in Snyder County serving a population of approximately 22,000 people located in Boroughs of Freeburg, Selinsgrove, and Shamokin Dam, and the Townships of Chapman, Jackson, Monroe, Penn, Union and Washington. The District’s enrollment is approximately 2500 students in schools situated on its campus in Selinsgrove. Students may attend SUN Area Technical Institute in New Berlin for training in the culinary, allied health, construction and mechanical trades; the Central Susquehanna Intermediate Unit IU16 provides students with a specialized education services for special needs students, hearing, speech and visual impairment services, and professional development for staff and faculty.

The current Collective Bargaining Agreement (“Agreement”) was executed on January 11, 2021 and expired on June 30, 2023. Bargaining began with the first meeting on January 5, 2023, with subsequent meetings on January 23, February 16, March 2, March 29, and April 26, 2023 with a mediator in attendance for several of the meetings. When a settlement could not be reached, the Association applied for fact finding on May 8, 2028. On June 20, the Board approved the request and assigned the Undersigned as the fact-finder. The Report is due on or before July 31, 2023.

### **OPEN ISSUES**

- |           |   |
|-----------|---|
| Issue 1.  | Article 2.1, 2.2 – Duration                             |
| Issue 2.  | Article 2.3 – Step Movement on the Salary Scale         |
| Issue 3.  | Article 7.1 – Employee Work Year                        |
| Issue 4.  | Article 8.2 – Faculty Meetings (new)                    |
| Issue 5.  | Article 9.1, 9.2 A, B, C – Movement on the Salary Scale |
| Issue 6.  | Article 9.2 D – Hourly Rate                             |
| Issue 7.  | Article 9.3 – Tuition Reimbursement                     |
| Issue 8.  | Article 9.5 – Severance                                 |
| Issue 9.  | Article 13.4 – Emergency Leave                          |
| Issue 10. | Article 13.5 – Personal Leave                           |

Issue 11.	Article 13.8 – Bereavement Leave
Issue 12.	Article 14.1 – Medical Insurance (current employees)
Issue 13.	Article 14.1 – Medical Insurance (retirees)
Issue 14.	Article 14.3 – Dental Insurance
Issue 15.	Article 14.4 – Vision Insurance
Issue 16.	Article 14.5 – Flexible Spending Account (new)
Issue 17.	Article 16 – Miscellaneous/Co-curricular Compensation
Issue 18.	Article 17.2, 17.3, 17.5 – Coaching Salaries
Issue 19.	Article 20 – Predictable Long-Term Substitutes
Issue 20.	Article 21 – Part-Time Employees
Issue 21.	Appendix A – Salary Schedules
Issue 22.	Appendix B – Coaching Salaries

The parties presented data, testimony and argument to support their positions on the issues. It’s important to note that all so-called agreements during negotiations and the fact finding are contingent agreements, that is, subject to agreement on all the issues before they may be considered tentative agreements. After considering their presentations and contingent agreements, the Fact Finder submits the following recommendations:

**Issues 1 & 2. Article 2.1, 2.2, 2.3 – Duration**

**Position of the Association and District:**

- 2.1: Both parties agree with the Agreement’s duration from July 1, 2023 to June 30, 2028.
- 2.2: Both parties agree with the Notice of Intent to Bargain the successor Agreement to be after December 1, 2027.
- 2.3: Both parties indicated that there will be step movement in each year of the Agreement for employees eligible for steps.

**Recommendations:**

**Article 2 - Duration**

**Section 1. Effective Date**

This Agreement, all of its provisions and appendices, shall become effective on July 1, 2023, and shall continue in effect until June 30, 2028, or until such later date as the two

parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced as an approval of by affixing their signatures thereto.

**Section 2. Intent to Negotiate**

Upon written notice to the other party any time after December 1, 2022, either party may request the opening of negotiations for a new contract. After receipt of such notice, the parties shall meet to schedule negotiation sessions for a new contract.

**Section 3. Employee Movement on the Salary Grid**

In each of the 2023-2024, 2024-2025, 2025-2026, 2026-2027 & 2027-2028 school years, employees will move up one step on the salary scales shown in Appendix A of the 2023-2028 Agreement in accordance with the Initial placement and annual movement is indicated on Appendix A.

**Issue 3. Article 7 – Employee Work Year**

Position of the Association:

7.1: Social workers were added to the Agreement by a Memorandum of Agreement (“MOU”) during the term of the expired Agreement. The MOU made reference to placing them on the Association’s salary scale but without additional compensation for working up to 205 days as specified in their previous contract. However, the Association is not aware of social workers working more than 190 days. All employees, including social workers, should be paid for work beyond 190 days per year.

Position of the District:

All employees should be paid a flat rate of \$320 for each day worked in excess of 190 days in any school year. \$320 is still low because it translates to \$60,800 annual salary somewhat above the beginning rate but far below the rate most teachers earn.

Analysis and Opinion:

Working in excess of 190 is the equivalent of overtime rate for hourly professional and nonprofessional employees who generally receive time and one-half their regular pay rate. The per diem rate proposed by the District will pay more to employees on step 6 of the 2023 scale and less to the senior, more experienced employees. Finally, according to Section 2, deductions from salaries when employees lose a day’s pay for any reason are based on the 190 day work year or 1/190 of the individual employee’s current salary rate. The District’s savings to the overall budget is negligible because working more than 190 days is not a regular occurrence. Moreover, any savings will be diminished significantly or lost because there are approximately 2/3 of the employees earning more than the proposed \$320 per diem rate.

Finally, social workers also should be paid for working more than 190 days or 1/190 of their individual pay rate to keep their rates consistent with other members of the bargaining unit.

**Recommendations:**

**Article 7 – Employee Work Year**

**Section 1. Contract Length and Per Diem Calculation**

Employees shall hold a 190-day contract; however, compensation for employment beyond 185 days shall be at a per diem rate computed by multiplying salary in classification and step by 1/190. All new hires will have a 187 day work year in their first year of employment. The additional two days shall be for induction activities. Employees will not receive additional compensation for these days above 185 as state above. [Note: This section applies to all members of the bargaining unit including social workers who were added under the expired Agreement by MOU.]

**Section 2. Salary Deduction**

In the event that it is necessary to make a salary deduction, the per diem deduction shall be computed by multiplying salary in classification and step by 1/190.

**Issue 4. Article 8 – Employee Workday**

Position of the District:

The District proposes a new Section 3 to provide for up one 60 minute monthly faculty meetings, either before or after school, to provide for the exchange of information between and among employees and administration and provide necessary training. Meetings will be announced at least seven (7) days in advance. Faculty may be excused by their administrator and for athletic and co-curricular activities.

Position of the Association:

The Association agrees the District’s proposal for monthly faculty meetings of not more than 30 minutes under the conditions proposed by the District provided they are not scheduled on the last day of a work week. The 60 minute proposal by the District creates problems for teachers who have children in daycare that closes at 5:00 p.m.

Analysis and Opinion:

Regularly occurring meaningful faculty meetings to exchange information that cannot be shared electronically by email or by written memo can be useful to both parties. However, 60 minutes is quite long, 30 minutes generally is considered optional for routine business, and 45 minutes is considered the maximum time to have productive and useful meetings. Research suggests that the audience stops listening between 30 to 45 minutes. By distributing the proposed agenda with the seven (7) day notice of the meeting, meetings of not more than 45 minutes should fulfill the meetings’ purpose. This procedure also will permit employees ample time to make alternative day care arrangements.

**Recommendation:**

**ARTICLE 8 - EMPLOYEE WORKDAY**

**Section 1. Current Contract**

**Section 2. Current Contract**

**Section 3. Faculty Meetings (New section)**

Faculty meetings may be held once per month, before or after school, from September to May at the Administration’s discretion. Meetings may be held for up to 45 minutes

after it and the tentative agenda are announced one (1) week in advance. Meetings may not be scheduled on the last day of the work week. Faculty may be excused by their administrator or if they have Co-curricular or Athletic duties after school.

**Issue 5. COMPENSATION – ARTICLE 9 Sections 1 – 5**

**Section 9.1 Salary Increases (See Appendix A)**

Position of the Association/District:

Both parties made detailed proposals and provided copious data which does not need to be repeated here.

Discussion and Opinion:

Part of the difficulty addressing salary is that approximately 60% of the employees are at the top or near the top of the scale. It appears that negotiations in the past have attempted to balance the needs of the District to remain competitive at the lower ranges of the scales and the Association to upper levels of the scale. The result is a scale that is inconsistent and cannot be adjusted without change. Therefore, my recommendation is to accept the District's base rate for 2023-2024, and even out the range between the degree columns (BA – M45) and the steps on the columns. The recommendation will address numerous structural issues with the scale making it easier for the parties to meet their needs in the future.

**Recommendations:**

**SEE APPENDIX A, SALARY SCALES**

**Section 9.2 Step Placement, Classification, & Hourly Rates**

Position of the Association and District:

The parties both have proposed to have step and column movement in each year of the Agreement.

Analysis and Opinion:

There will be step and column increases for the duration of the Agreement. Therefore, the first sentence of the current Agreement should be removed and the second sentence should remain unchanged.

**Recommendation:**

**ARTICLE 9.2.B – STEP PLACEMENT**

**Section B.** In the 2023-2024 school year, employees will be placed on scale initially and each year of the Agreement according to the Step Placement Matrix in Appendix A. A change of column classification shall become effective on the first day of each new school year provided supporting documentation is submitted to the Superintendent.

**Section 9.2.C Classification (Doctoral Incentive)**

**Position of the District:**

The current doctoral incentive pay should be reduced from \$1400 to \$1000 per year for employees currently receiving the incentive. Employees currently enrolled in a Doctor Program as of January 1, 2023 will be eligible for the \$1000 incentive. Beginning July 1, 2023, anyone who enrolls in a Doctoral Program will go through the approval and reimbursement procedures but will not be eligible for the incentive upon attaining the degree. Although teachers holding the degree offer value to the District that is recognized by reimbursing the employee for tuition, the annual incentive does not provide additional value to justify continued payment.

**Position of the Association:**

The District’s proposal is reduction in pay for four (4) employees that cannot be justified by the \$6000 annual cost. The \$1400 is a modest incentive for employees to enroll in and those who have attained the highest degree available that should continue to be recognized with the current \$1400 annual payment.

**Discussion and Opinion:**

The value of education cannot be measured in value per dollar. The District as all educational institutions believe education adds broadness and depth to thought which has no dollar value. More educated teachers will have better understanding of their subject matter and how students learn. Currently there are four (4) employees receiving the incentive. If the past is any indicator, few if any additional employees will obtain a Doctorates Degree during the term of this Agreement. The anticipated savings from current employees, \$2000, and future employees is negligible. The current educational incentive should continue during the term of the Agreement. The Fact Finder recommends the current contract.

**Recommendation:**

**ARTICLE 9.2.C DOCTORAL INCENTIVE**

Section 2.C. For persons hired after July 1, 2000, any new classification beyond the Master's Equivalence requires a Master's Degree and credits earned beyond the Master's Degree and applied toward a new classification must be graduate or in service credits or undergraduate credits approved by the Superintendent. Employees who earn a Doctorate (PhD or EdD) will have an additional \$1,400 added to their base salary (prorated in the first year if completed after the school year starts).

**Section 9.2.D – Hourly Rate**

**Position of the Association and District:**

The Parties made proposals to increase the rate from \$28.50 to \$35 per hour effective in 2023 for the duration of the Agreement.

**Recommendation:**

**Article 9.2.D Hourly Rate**

**Section 2 D:** Each bargaining unit member will be paid the uniform hourly rate of pay of \$35/hour for voluntary bargaining unit work beyond the seven (7) hour, forty (40) minute regular school day for positions not covered by the Collective Bargaining Agreement (CBA). When working directly with students and / or training staff, planning time for bargaining unit members will be compensated at the equivalent of fifteen (15) minutes per one hour of work. This hourly rate does not apply to positions covered in Article 17, Article 18, Article 21, or Appendix B of this CBA between the Board and Association.

### **Section 9.3 Tuition Reimbursement**

#### **Position of the District:**

The District proposes to reimburse up to twelve (12) credit hours per fiscal year without the ability to roll over additional reimbursement to the next fiscal year for credits earned in excess of the twelve (12) in the previous year. The change will reduce the impact of the cost of course reimbursement on the annual budget.

#### **Position of the Association:**

By limiting the number of credits that may be rolled over for payment in the next fiscal year, employees will either not be reimbursed for a substantial portion of their graduate work or be forced to delay completing their degree or program. Employees' advanced education should not be delayed because students will be deprived of the benefits those degrees have on their education. Furthermore, Certificate Programs, which provide administration opportunities for teachers, qualify teachers to teach other subjects, and are a benefit to the District when it needs a class section covered and is offering a new course, should qualify for lateral movement on the salary scale.

#### **Discussion and Opinion:**

The Agreement provides \$150,000 per year of the contract for college credit reimbursement. The budget has not been exceeded from 2018/19 to 2022/23 school years when the lowest amount, \$91,802 in 2020-2021 school year and the highest, \$112,674 in 2019-2020 school year with the current ability to roll over reimbursement to the following year. The Association did not demonstrate need to provide lateral movement on the salary scale for additional certifications. Employees currently are reimbursed for a portion of the cost to obtain them which may disproportionately benefit employees. Therefore, the current tuition reimbursement system should remain unchanged for the new Agreement except the dates specifying the annual amounts should reflect the contract years.

#### **Recommendation:**

### **ARTICLE 9 TUITION REIMBURSEMENT**

**Section 3:** Graduate/Undergraduate credits will be reimbursed at a rate not to exceed the Bloomsburg University rate, when the employee is enrolled in an approved program (Masters or Doctorate), or when an employee is obtaining an additional certification previously approved by the administration, provided the annual amount agreed upon is



not exceeded and the Superintendent has initially approved the course. No more than 12 credit hours per year will be reimbursed and reimbursement is contingent on successful completion of course work with a grade of B or higher. If the course is only offered pass/fail, then pass is sufficient for reimbursement. Courses shall qualify for horizontal movement when an employee is enrolled in an approved program (Masters or Doctorate).

Employees shall be eligible for reimbursement for up to 6 credits including in-service credits every five years to maintain their certification. Those credits not directly related to the employee's current teaching assignment and/or field of education will be reimbursed according to the agreed rate but will not result in horizontal movement on the salary schedule.

Employees shall complete a course pre-approval form and submit it to the Superintendent. The request must be made prior to registering for the course. Payment shall be made to the employee upon presentation of a copy of the billing for said courses from the institution of higher learning and a copy of transcripts indicating successful completion of the courses. Payment will be made on a first come, first serve basis from date of submission of request for reimbursement. If the lump sum amount listed below is exhausted before June 30, then the employee will be reimbursed out of the next year's lump sum. An employee would be required to complete at least one (1) year of service following the year in which cost of credits was reimbursed. The Board may waive this requirement.

Annual amount:

2023-2024 - \$150,000  
2024-2025 - \$150,000  
2025-2026 - \$150,000  
2026-2027 - \$150,000  
2027-2028 - \$150,000

### **Section 9.5 - Severance**

#### **Position of the Association:**

Increase to \$100 for each year of service in the District to a maximum of \$3000 total benefit. (Since the District's proposal is the same, no discussion is necessary.)

The Association agrees to change the retirement withdrawal notification period to 120 days as proposed by the District provided the incentive is increased to \$12,000 in the 4<sup>th</sup> and 5<sup>th</sup> years of the Agreement. The incentive will pay for itself because higher paid teachers generally replaced with teachers much lower of the salary scale. A teacher on the top of the scale receives \$40,000 per year more than a teacher hired at the base of the scale. And the savings continues annually for 20 years decreasing incrementally by \$2000 per year until that teacher reaches the top of the scale.

#### **Position of the District:**

Increase to \$100 for each year of service to a maximum of \$3000.

The retirement withdrawal notice should be changed from 90 to 120 days. The District rejects increasing the retirement bonus to \$12,000.

Discussion and Opinion:

The retirement/death benefit should be increased as proposed by the parties. The withdrawal notification period should be changed to 120 days as proposed by the District.

**Recommendation:**

**ARTICLE 9 – SEVERANCE**

**Section 5.** Upon retirement or death, provided the employee has spent the last ten years of service in the Selinsgrove Area School District, the Board shall pay to said employee or designated beneficiary the sum of fifty dollars (\$100.00) for each year of service in the Selinsgrove Area School District up to thirty (30) years with the maximum amount paid not to exceed \$3000.

This amount shall be paid upon the death of the employee or upon the completion of the final years' service. This amount shall not be included as part of the gross amount paid to the employee during his/her final years' service but shall be handled as a separate item.

When an employee, with at least 24.5 years of credited service with PSERS, notifies the District six months prior to his/her intent to retire date, the school district will make a payment of \$5,000 as an additional retirement bonus. All letters of Intent to Retire must be withdrawn by 120 calendar days prior to the employee's last work day or the intent will be considered final. Letters may be withdrawn or added after this date should there be a life-altering event (such as but not limited to the death of a spouse, divorce or loss of job of spouse). This exception will also apply should the retirement age/service time requirement change to allow for early retirement without penalty.

All retirees must contribute and participate in the following benefit:

For eligible retiring employees, the District contribution shall be deposited into a 403(b) tax sheltered annuity account established by the eligible employee. The 403(b) account must be established prior to separation of service. The failure to establish an account will result in the employee forfeiting this benefit.

This is an employer contribution, and no cash option is available. Contributions are limited to Section 415 limits. Excessive contributions will be made to the employee account in the next subsequent year up to the 415 limits.

**Issue 9. ARTICLE 13.4 – EMERGENCY LEAVE**

Position of the Association:

The number of emergency days should be increased from one (1) to two (2) days that may be taken in half (1/2) day increments because there are times when matters arise that require employees taking time off from work. The additional time that may not be taken by all employees is calming reassurance that the time is there when needed.

Position of the District:

Continue the current contract.

Discussion and Opinion:

The Association did not offer evidence that an increase in the number of days is needed. Therefore, Section 4 shall remain unchanged.

**Recommendation:**

**ARTICLE 13 – EMERGENCY LEAVE**

**CURRENT CONTRACT**

**Issue 10. ARTICLE 13.5 – PERSONAL LEAVE**

Position of the Association and the District:

The parties did not dispute the proposed changes to this section with the exception of the removal of the five (5) day restrictions at the beginning and end of the school year.

Discussion and Opinion:

The proposed changes should be included in the Agreement with the exception of the restrictions placed on their use during the first five (5) and last five (5) days of the school year. One (1) day may be taken to attend the employees' children's graduation.

**Recommendation:**

**ARTICLE 13 – Personal Leave**

**Section 5.** Three (3) days of personal leave shall be granted to an employee each year. If an employee has an end of year balance of more than two (2) personal days, they will be paid \$100 for each day above two (2).

Limitations:

1. Three (3) days notification concerning date of absence is to be given to the building principal.
2. Personal leave days may not be taken during the first five (5) days or last five (5) days of school except to attend employees' children's graduation.
3. Personal leave days may be taken in half (1/2) days.
4. With a minimum of three (3) calendar days' notice, an employee may rescind the use of a scheduled personal day; a scheduled personal day may be rescinded with less than three (3) days' notice with the approval of the Superintendent.
5. Employees will have the option to accumulate up to five (5) personal leave days.
6. Personal leave days carried from year to year shall not be eligible for the \$100 per day bonus.

**Issue 11. ARTICLE 13.6 – CHILDBEARING/CHILD REARING LEAVE OF ABSENCE**

Position of the Association:

The Association proposed updating all of Section 6 which partially may be outdated but has not made specific proposals.

Position of the District:

The District agrees that updates may be needed but has not proposed any changes.

**Recommendation:**

**Article 13 – Childbearing/Childrearing Leave of Absence**

**Section 6.** The parties should review and update this Section while the current provisions remain in effect until and unless changed.

**Issue 11. ARTICLE 13.8 – BEREAVEMENT LEAVE**

Position of the District:

The District proposes to have the Superintendent approve bereavement days requested in excess of those provided by School Code rather than the Board of Directors. The Association’s proposal to include some of the details of the Code in the Agreement is not necessary.

Position of the Association:

The Association agrees that more information should be in the Agreement with respect to all aspects of bereavement leave.

Discussion and Opinion:

Neither part has indicated why the Code should be included for bereavement leave when it is not included for all other matters. The Agreement should remain unchanged

**Recommendation:**

**Article 13 – Bereavement Leave  
CURRENT CONTRACT**

**Issue 12. ARTICLE 14.1 MEDICAL INSURANCE (active employees)**

Position of the District:

The District proposes adding \$500 more to the current contribution to the Health Savings Account (HSA) to a total of \$1000 for employees who have at least 25 years of PSERS service. The District also is proposing adding a two (2) percent premium share for all employees for the 2023-2024 and 2024-2025 school years and three (3) percent effective 2026-2027.

Position of the Association:

The Association agrees that adding \$500 to the HSA for more senior employees. It rejects adding premium shares as the increase may reduce the salaries of those same employees. The Association agreed to offer high deductible plans with no premium share in the last contract to save District health insurance costs.

Discussion and Opinion:

The change to high deductible health plans with no deductions saved the District money initially and the lower premiums continue to save money annually by the employees assuming the risk of paying higher costs under the high deductible plans. The savings continue annually because the annual costs remain lower than if the more expensive plans had remained in effect. The additional \$500 paid to the senior employees only become necessary if there is a premium share to help offset senior employees' cost since their pay increases generally do not keep up with inflation. Therefore, the recommendation is for no premium share and no increase in the contribution to senior employees' HSA during the 2023-2028 Agreement.

**Recommendation:**

**Article 14 – Medical Insurance (active employees)**

**CURRENT CONTRACT**

**Issue 13. ARTICLE 14.1 MEDICAL INSURANCE (retirees)**

**Recommendation:**

**ARTICLE 14.1 Medical Insurance (retirees)**

**CURRENT CONTRACT**

**Issue 14. ARTICLE 14.3 DENTAL INSURANCE**

**Position of the Association:**

The Association is proposing to increase the annual maximum benefit from \$500 to \$1000 annually because the \$500 benefit has been in effect since 2016 although the costs dental procedures have increased.

**Position of the District:**

The District proposes no change.

**Discussion and Opinion:**

The Association's proposal makes economic sense because the benefit has not changed since 2016. And with the proposed five (5) year Agreement, this benefit will be even further outdated. Therefore, the Association's proposal to increase the benefit to \$1000 should be implemented for the 2024-2025 contract year and continue unchanged for the duration of the Agreement.

**Recommendation:**

**Article 14.3 Dental Insurance**

**Section 3:** The Board shall provide for each employee and eligible dependents of the employee a group dental plan.

- a. One-time \$50.00 deductible per claimant.
- b. Annual \$500.00 maximum benefit per claimant.

Effective July 1, 2024: The annual maximum benefit per claimant will increase to \$1000.

- c. Co-insurance at the prescribed level for employee and family per Plan II of the group plan.
- d. Required one dental checkup per year per person.

**Issue 15. ARTICLE 14.4 VISION INSURANCE**

Position of the Association:

The Association is proposing to increase the annual maximum benefit from \$200 to \$250 because the benefit has not been updated in many years although the costs for eye care and corrective lenses have increased.

Position of the District:

The District proposes no change.

Discussion and Opinion:

The Association’s proposal makes economic sense because the benefit has not changed since 2016. And with the proposed five (5) year Agreement, this benefit will be even further outdated. Therefore, the Association’s proposal should be implemented for the 2024-2025 contract year and continue unchanged for the duration of the Agreement.

**Recommendation:**

**Article 14 Vision Insurance**

Section 4 Vision

The Board shall pay up to \$200.00 during each year of the contract to reimburse the employee for vision expenditures incurred by the employee and/or the eligible dependents of the employee.

Effective July 1, 2024, the benefit will be \$250 and continue unchanged for the duration of the Agreement.

**Issue 16. ARTICLE 14.5 FLEXIBLE SPENDING ACCOUNT**

Position of the Association:

The Association is proposing a voluntary, limited purpose flexible spending account with the ability roll over unused money to the next year. Currently, the plan is a ‘use or lose’ plan where the unused funds may not be rolled over to the District instead of the Employee. The Association’s proposal will permit the funds to accumulate from year to year.

Position of the District:

The District proposes to continue to offer the limited purpose FSA on a voluntary basis to the limits established by the IRS.

Discussion and Opinion:

First, with adequate planning, employees will use most if not all of the FSA funds. The unused funds reverting to the District is appropriate considering the recommendation for no premium copay.

**Recommendation:**

**Article 14 Flexible Spending Account**

**Section 4:** The District will continue to make available a limited purpose FSA on a voluntary basis at the IRS limit.

**Issue 16. ARTICLE 14.5 FLEXIBLE SPENDING ACCOUNT**

**Position of the Association:**

The Association is proposing a voluntary, limited purpose flexible spending account with the ability roll over unused money to the next year. Currently, the plan is a ‘use or lose’ plan where the unused funds may not be rolled over to the District instead of the Employee. The Association’s proposal will permit the funds to accumulate from year to year.

**Position of the District:**

The District proposes to continue to offer the limited purpose FSA on a voluntary basis to the limits established by the IRS.

**Discussion and Opinion:**

First, with adequate planning, employees will use most if not all of the FSA funds. The unused funds reverting to the District is appropriate considering the recommendation for no premium copay.

**Recommendation:**

**Article 14 Flexible Spending Account**

**Section 4:** The District will continue to make available a limited purpose FSA on a voluntary basis at the IRS limit.

**Issue 17. ARTICLE 16 – MISCELLANEOUS/CO-CURRICULAR  
COMPENSATION**

**Position of the Association/District:**

Both parties have the same or similar positions on many of the proposals. They disagree on base rate wage increases in each of the five (5) years of the Agreement. The District is proposing the pay rates remain unchanged from the current 2022-2023 rates while the Association is proposing to increase each annual pay by \$100 in each year of the Agreement which will increase the annual cost by approximately three (3) percent per year. According to the Association, its proposal will cost approximately \$11,425 more in the first year due to the base rate increase and the initial placement of some of the new positions. In each of the following years, the difference is approximately \$4275.

High School Yearbook: Also, they disagree on the high school yearbook moving from tier 3 to tier 2, proposed by the District, or tier 1, proposed by the Association. The yearbook had been a curricular and co-curricular program when one class during the school day was designated to working on the year book. Currently, because all year book work is done after school, increasing the amount of work that is now done after the school day, the pay rate should be increased to reflect the increased number of after school hours required.

Chaperones: They also disagree on increasing the pay rate for chaperones. The Association proposes to increase chaperones' pay on overnight trips from \$300 per trip to \$300 per night to a maximum of \$900 for a single trip. The District is proposing to keep the current system and increase the pay to \$400 per trip. Without additional information regarding the number trips that are scheduled for more than one overnight, I cannot determine the cost of each proposal. Therefore, I will recommend keeping the existing system and raising the rate to \$400 per trip as proposed by the District.

Online Course Evaluation:

No change. This issue needs further discussions to determine time and effort needed to determine if there is significant change to establish a pay rate.

Discussion and Opinion:

There is agreement on the following changes;

1. Leaders/Department Heads – Six (6) positions on tier 5.
2. Middle School TSA – New position paid at tier 5 to be added to the list.
3. Middle School Yearbook – Move to tier 7.
4. e-Sports Club – New position added at tier 9
5. Mentors – Beginning teacher mentor – Tier 10; new to building mentor – tier 11; long-term sub mentor – tier 11 (In all categories, the number of mentors varies according to need.)

High School Yearbook: Moving the yearbook to an extracurricular shifted the in-school work to uncompensated after school unless there is movement to a higher paying tier. Anecdotally, I agree that compensated time has been shifted to uncompensated time but without knowing the number of hours, the District's proposal to move the pay rate to tier 2 is reasonable.

Chaperones:

The Association proposes to pay chaperones on overnight trips from \$300 per trip to \$300 per night to a maximum of \$900 for a single trip. The District is proposing to keep the current system and increase the pay to \$400 per trip.

Online Course Evaluation:

The Association proposes to pay teachers \$40 per student per course which equates to \$2.00 per week per student to evaluate the work of students who are not physically in class by attending online only. The parties need to discuss this matter further to determine if and how much the teachers' workloads are increased and if so, what should be the appropriate rate.

The major portion of the amount of money spent on regular salary related pay rates should be distributed on the salary scale to distribute the increases to all employees in the bargaining unit in a reasonable and established equitable system. Moreover, given the recommendations herein for



the salary scales and no change in medical insurance, the two largest budget costs, I recommend a modest increase in curricular, co-curricular, and coaching salaries so they retain their relationship to the market. I am not persuaded that the District's proposal to increase in the first two years coaching salaries is equitable because it will create structural deficits that will be even more difficult to adjust when the Agreement is renegotiated five (5) years from now. Therefore, I recommend a modest increase to the fiscal year contracts specified below of one (1) percent per each year of the Agreement and one (1) percent per each year to all coaching (see Appendix C), curricular, co-curricular, and extra-curricular salaries.

**Recommendations:**

**Article 16 – Miscellaneous Compensation (2023-2029) (fiscal year positions)**

Chaperones:

Increase the amount paid per trip from \$300 to \$400.

Online Course Evaluation:

No change. The parties should discussed further what the policy and procedure will be and determine if a rate change is warranted and negotiate the appropriate compensation.

**Article 16 – Co-Curricular Salaries (2023 -2028)  
Miscellaneous and Co-Curricular Matrix**

**(Includes no change for Chaperones and Online Course Evaluation.)**

The following changes are RECOMMENDED as conditionally agreed by parties:

Effective July 1, 2023:

The following positions shall be added to or changed on the Miscellaneous and Co-Curricular and Extracurricular compensation matrices:

1. Leaders/Department Heads – Six (6) positions on tier 5.
2. Middle School TSA – New position paid at tier 5 to be added to the list.
3. Middle School Yearbook – Move to tier 7.
4. e-Sports Club – New position added at tier 9.
5. Mentors – Beginning teacher mentor – Tier 10; new to building mentor – tier 11; long-term sub mentor – tier 11 (In all categories, the number of mentors varies according to need.)
6. High School Yearbook – Move form tier 3 to tier 4.

**Issue 18. ARTICLE 17.2, 17.3, 17.5 – COACHING SALARIES**

Position of the District:

The District and the Association agree to 17.2.

With respect to 17.3, the District agrees with the Association's proposal to eliminate the two-tiered pay schedule for paying coaches for extended seasons. In conjunction with this change, the

current five (5) and seven (7<sup>1/2</sup>) percent rates should be consolidated into a single seven (7) percent rate for all.

The parties are in agreement with the longevity rate increases in 17.5.

Position of the Association:

The Association proposes to increase the pay for the extended season to the current seven (7<sup>1/2</sup>) for all coaches by eliminating the five (5) percent rate for teams with fewer than seven (7) participants. The District's proposal will result in a decrease for many coaches who attain recognition by qualifying for PIAA or league playoffs. There is agreement on the longevity rates in 17.5.

Discussion and Opinion:

The proposal for 17.2 and 17.5 is as agreed by the parties.

The rates for the extended season in 17.3 should remain unchanged. There is not enough information to determine a rate.

Recommendations:

**Article 17 Coaching Salaries**

**Section 1. Salaries**

[Current contract]

See Appendix B, Coaching Salary

**Section 2. Contract Renewal Vacancies**

The District desires longevity for all coaching positions to provide for an effective program. However, it should be understood that coaching positions are considered to be 'at will' positions with contract renewal occurring on an annual basis.

The Association agrees that when a vacancy occurs in a coaching position that the most qualified candidate as determined by the Board of School Directors shall be offered the position. The hiring and retention of non-bargaining unit coaches is not covered by this agreement.

**Section 3. Extended Season Pay**

[Current contract]

**Section 4. Pay Period**

[Current contract]

**Section 5. Longevity Bonus (as conditionally agreed by the parties)**

Each coach will receive a longevity bonus added to his/her base salary for total years of coaching in the same sport in the Selinsgrove District.

10th through 14th years - Base salary plus \$200.00

15th through 19th years - Base salary plus \$300.00

20th through 24th years - Base salary plus \$400.00

25th through 29th years - Base salary plus \$500.00

30 years plus - Base salary plus \$600

**Section 6. New Coach Training**

[Current contract]

**Issue 19. ARTICLE 20 – PREDICTABLE LONG-TERM SUBSTITUTES**

Position of the Association:

The pay rate in Section ‘a’ should be restored to the historical 82% of step 1 on the salary scale. The rate was decrease to 80% 2021-2022 to help the District save money. However, the actual savings to the District is modest but substantial to the substitutes where the two (2) percent is \$1000 to \$1250 on an already low pay. Sick leave in a new Section ‘g’ should be prorated at 82%, the same as salary. Finally, 90 days of service should be considered for step placement on the salary scale.

Position of the District:

The District proposes to prorate sick leave at 80% (the same as salary) rounded to the next whole number. It proposes to maintain current Article 20 in all other aspects.

Discussion and Opinion:

Sick leave should be prorated at 80% of the full rate as proposed by the parties. However, the pay rate shall continue to be calculated at the 80% rate with the current step movement remaining unchanged.

**Recommendation:**

**Article 20 – Predictible Long Term Substitutes**

Definition: A Predictable Long Term Substitute is a certified teacher employed beyond 45 consecutive student days in the same position.

The following compensation and benefits shall be provided to predictable long term substitutes:

- a. Compensation shall be 82% of Level 1, Step I, effective for the 2024-2025 school year and each year thereafter.
- b. [Current contract]
- c. [current contract]
- d. [current contract]
- e. [current contract]
- f. [current contract]
- g. [new] Sick leave shall be provided at the rate of 82% of the annual amount provided to regular employees rounded up to the next full day.

**Issue 20. Article 21 – Part-time Teachers**

Position of the Association:

Section 3, sick leave, should be changed to pro-rate annual sick leave based upon the same percentage as that used to calculate the salary. Employees contracted for half or one fourth time will receive 50% or 20% respectively of the annual sick leave provided to full time employees.

Position of the District:

The District prefers to maintain the current calculation.

Discussion and Opinion:

The current calculation based on the number of days part-time employees work isn't logical assuming they work at least a semester. The Association's proposal appears to be more logical as it is related to the percentage of time compared to full-time. However, I am reluctant to recommend the Association's proposal without knowing whether part-time employees generally work in semester blocks and if more employees will lose or gain sick leave. I recommend keeping the current contract.

**Article 21 – Part-time Teachers**

**CURRENT CONTRACT**

**Issue 21. Appendix A – Salary Schedules**

**SEE ATTACHED APPENDIX A**

**Issue 22. Appendix B – Coaching Salaries**

Position of the Association:

The rates on the salary step matrix should be increased by three (3) percent per each five (5) years of the Agreement. The proposal attempts to keep the rates competitive with inflation while the steps recognize the increasing value the experience adds to coaches' experience. In addition, the point value for track should be increased from sixteen (16) to seventeen (17) points because the sport tends to have more participants than other spring sports.

Position of the District:

Salary rates should be increased by three (3) percent in 2023-2024 and 2026-2027 to compensate for inflation with no other changes.

Discussion and Opinion:

I recommend no change in the pay rates for the duration of the Agreement. The salary scale recommendations herein are substantial to address needed structural changes for all teachers. Therefore the current rates should remain in effect for the duration of the Agreement. With respect to moving the point value of track, there is not enough information in the record to recommend the change. Changing point values is similar to reclassification of jobs which is triggered whenever the job, in this case track coaching, changes significantly.

**Recommendations:**

**Appendix B: Coaching Salaries**

**NO CHANGE**

**Summary**

I want to thank the parties for their patience, assistance and complete presentations that enabled me to arrive at my recommendations. I believe these recommendations strike a balance between the needs of the District to manage and pay for the services it provides, while remaining competitive with a salary and benefit package that provides employees with economic stability and recognizes the value of their service.

**Please note that you are directed to notify the PLRB of your decision to accept or reject the recommendations herein within ten (10) days of the date of the issuance of this Report.**

July 27, 2023



John C. Alfano, Arbitrator

**APPENDIX A  
2023-2028 SALARY SCALES**

<b>Placement Each Contract Year</b>					
<b>2022-2023</b> <small>[base year]</small>	<b>2023-2024</b> <small>[year 1]</small>	<b>2024-2025</b> <small>[year 2]</small>	<b>2025-2026</b> <small>[year 3]</small>	<b>2026-2027</b> <small>[year 4]</small>	<b>2027-2028</b> <small>[year 5]</small>
<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
1	1	2	3	4	5
2	1	2	3	4	5
3	2	3	3	4	5
4	2	3	4	5	6
5	3	4	5	6	7
6	4	5	6	7	8
7	5	6	7	8	9
8	6	7	8	9	10
9	7	8	9	10	11
10	8	9	10	11	12
11	9	10	11	12	13
12	10	11	12	13	14
13	11	12	13	14	15
14	12	13	14	15	16
15	13	14	15	16	17
16	14	15	16	17	18
17	15	16	17	18	19
18	16	17	18	19	20
19	17	18	19	20	21
20	19	20	21	21	21
21	20	21	21	21	21
22	20	21	21	21	21

**2023-2024 Year**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>M15</b>	<b>M30</b>	<b>M 45</b>
1	53,500	55,500	57,500	59,500	61,500
2	55,500	57,500	59,500	61,500	63,500
3	57,500	59,500	61,500	63,500	65,500
4	59,500	61,500	63,500	65,500	67,500
5	61,500	63,500	65,500	67,500	69,500
6	63,500	65,500	67,500	69,500	71,500
7	65,500	67,500	69,500	71,500	73,500
8	67,500	69,500	71,500	73,500	75,500
9	69,500	71,500	73,500	75,500	77,500
10	71,500	73,500	75,500	77,500	79,500
11	73,500	75,500	77,500	79,500	81,500
12	75,500	77,500	79,500	81,500	83,500
13	77,500	79,500	81,500	83,500	85,500
14	79,500	81,500	83,500	85,500	87,500
15	81,500	83,500	85,500	87,500	89,500
16	83,500	85,500	87,500	89,500	91,600
17	85,500	87,500	89,500	91,600	93,500
18	87,500	89,500	91,600	93,500	95,500
19	89,500	91,600	93,500	95,500	97,500
20	91,600	93,500	95,500	97,500	99,500
21	93,500	95,500	97,500	99,500	101,500

**NOTE:** The difference between the degree columns is fixed at \$2000 for each of the five years. The step or incremental rates are fixed at \$2000 for each of the five years.

**APPENDIX A**  
**2024-2025 Year**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>
1	54,000	56,000	58,000	60,000	62,000
2	56,000	58,000	60,000	62,000	64,000
3	58,000	60,000	62,000	64,000	66,000
4	60,000	62,000	64,000	66,000	68,000
5	62,000	64,000	66,000	68,000	70,000
6	64,000	66,000	68,000	70,000	72,000
7	66,000	68,000	70,000	72,000	74,000
8	68,000	70,000	72,000	74,000	76,000
9	70,000	72,000	74,000	76,000	78,000
10	72,000	74,000	76,000	78,000	80,000
11	74,000	76,000	78,000	80,000	82,000
12	76,000	78,000	80,000	82,000	84,000
13	78,000	80,000	82,000	84,000	86,000
14	80,000	82,000	84,000	86,000	88,000
15	82,000	84,000	86,000	88,000	90,000
16	84,000	86,000	88,000	90,000	92,000
17	86,000	88,000	90,000	92,000	94,000
18	88,000	90,000	92,000	94,000	96,000
19	90,000	92,000	94,000	96,000	98,000
20	92,000	94,000	96,000	98,000	100,000
21	94,000	96,000	98,000	100,000	102,000

**2025-2026 Year**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>
1	54,500	56,500	58,500	60,500	62,500
2	56,500	58,500	60,500	62,500	64,500
3	58,500	60,500	62,500	64,500	66,500
4	60,500	62,500	64,500	66,500	68,500
5	62,500	64,500	66,500	68,500	70,500
6	64,500	66,500	68,500	70,500	72,500
7	66,500	68,500	70,500	72,500	74,500
8	68,500	70,500	72,500	74,500	76,500
9	70,500	72,500	74,500	76,500	78,500
10	72,500	74,500	76,500	78,500	80,500
11	74,500	76,500	78,500	80,500	82,500
12	76,500	78,500	80,500	82,500	84,500
13	78,500	80,500	82,500	84,500	86,500
14	80,500	82,500	84,500	86,500	88,500
15	82,500	84,500	86,500	88,500	90,500
16	84,500	86,500	88,500	90,500	92,500
17	86,500	88,500	90,500	92,500	94,500
18	88,500	90,500	92,500	94,500	96,500
19	90,500	92,500	94,500	96,500	98,500
20	92,500	94,500	96,500	98,500	100,000
21	94,500	96,500	98,500	100,500	102,000

## APPENDIX A

### 2026-2027 Year

Step	BA	MA	M15	M30	M45
1	55,000	57,000	59,000	61,000	63,000
2	57,000	59,000	61,000	63,000	65,000
3	59,000	61,000	63,000	65,000	67,000
4	61,000	63,000	65,000	67,000	69,000
5	63,000	65,000	67,000	69,000	71,000
6	65,000	67,000	69,000	71,000	73,000
7	67,000	69,000	71,000	73,000	75,000
8	69,000	71,000	73,000	75,000	77,000
9	71,000	73,000	75,000	77,000	79,000
10	73,000	75,000	77,000	79,000	81,000
11	75,000	77,000	79,000	81,000	83,000
12	77,000	79,000	81,000	83,000	85,000
13	79,000	81,000	83,000	85,000	87,000
14	81,000	83,000	85,000	87,000	89,000
15	83,000	85,000	87,000	89,000	91,000
16	85,000	87,000	89,000	91,000	93,000
17	87,000	89,000	91,000	93,000	95,000
18	89,000	91,000	93,000	95,000	97,000
19	91,000	93,000	95,000	97,000	99,000
20	93,000	95,000	97,000	99,000	101,000
21	95,000	97,000	99,000	101,000	103,000

### 2027-2028 Year

Step	BA	MA	M15	M30	M45
1	55,500	57,500	59,500	61,500	63,500
2	57,500	59,500	61,500	63,500	65,500
3	59,500	61,500	63,500	65,500	67,500
4	61,500	63,500	65,500	67,500	69,500
5	63,500	65,500	67,500	69,500	71,500
6	65,500	67,500	69,500	71,500	73,500
7	67,500	69,500	71,500	73,500	75,500
8	69,500	71,500	73,500	75,500	77,500
9	71,500	73,500	75,500	77,500	79,500
10	73,500	75,500	77,500	79,500	81,500
11	75,500	77,500	79,500	81,500	83,500
12	77,500	79,500	81,500	83,500	85,500
13	79,500	81,500	83,500	85,500	87,500
14	81,500	83,500	85,500	87,500	89,500
15	83,500	85,500	87,500	89,500	91,500
16	85,500	87,500	89,500	91,500	93,500
17	87,500	89,500	91,500	93,500	95,500
18	89,500	91,500	93,500	95,500	97,500
19	91,500	93,500	95,500	97,500	99,500
20	93,500	95,500	97,500	99,500	101,500
21	95,500	97,500	99,500	101,500	103,500