

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD**

**IN THE MATTER OF THE FACTFINDING BETWEEN**

**TROY AREA SCHOOL DISTRICT** :  
 :  
**And** : **FACT FINDING REPORT**  
 : **CASE NO. ACT 88-23-8-E**  
 :  
**TROY AREA EDUCATION ASSOCIATION** :  
 :

**FACT FINDING REPORT AND RECOMMENDATIONS**

**HEARING: SEPTEMBER 18, 2023  
TROY PA**

**FACT FINDER: Michael J. O'Connor, Esq.**

**FOR THE DISTRICT**

**David Conn, Esq.**

**FOR THE ASSOCIATION**

**Stuart Karschner**

## **Procedural History**

Pursuant to Act 88 of 1992 (Act 88) and the Public Employe 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 Troy Area School District (District) and the Troy Area Education Association (Association). On August 15, 2023, the PLRB appointed the undersigned to act as a factfinder, vested with the authority above. Subsequent to such notice, the parties were duly notified, and a hearing was held on September 18, 2023 at the District administrative office in Troy, 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. In addition to the advocates referenced above, the following individuals were in attendance:

### **Association**

Will Kimball-PSEA Asst. Director of Research  
Tara Freeman-Association President  
Andrea Simpson-3<sup>rd</sup> Grade Teacher  
Michelle Birdine-2<sup>nd</sup> Grade Teacher

### **District**

Janilyn Elias-Superintendent  
Traci Gilliland-Business Admin.

This Report contains recommendations for the unresolved issues between the parties that created the impasse. The recommendations 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.

## **Background**

The parties last collective bargaining agreement (CBA) ran from July 1, 2018 to June 30, 2023. The parties have agreed that the upcoming CBA should be for a four (4) year term.

The Troy Area School District is one of the fifteen (8) public school entities, including the Northern Tier Career Consortium, located in Bradford County, PA. The District has three (3) buildings that house their schools; Troy Area Jr./Sr. High School, W.R. Croman Primary School, and Troy Intermediate School. The Association represents approximately 110 members that are employed by the District.

## RECOMMENDATIONS

### **TERM:**

I believe the parties have a tentative agreement on a four (4) year term as follows, and would recommend the same:

## ARTICLE I GENERAL PROVISIONS

### B. Terms of Agreement and Modification

All provisions of this agreement shall be implemented on July 1, 2023 and end on June 30, 2027 or until such later date as the two parties may hereinafter agree is to be the extended ending date.

The remainder of this provision in the current CBA shall stay the same.

The parties have proposed changes Article II, Section B – School Year.

### **LENGTH OF SCHOOL YEAR FOR SPECIALIST:**

The Association is proposing changes and additions to the second paragraph of Section B. Currently, three (3) positions have pre-approval to work days in the summer; and the Association proposes to add two (2) more positions; nurses and social worker. Additionally, the Association proposes to increase the number days the employees in these five (5) positions are pre-approved to work over the summer from ten (10) days to (15) days.

The rational for the change is that more time is needed for planning purposes. The Association noted that currently, if additional time is needed beyond the allotted time, extra time is given to the employees to complete the necessary work; however, it is disruptive over the summer to the employee plans as it is not prescheduled.

Although both proposals are understandable, they are not agreeable to the other party and I do not see an overriding interest to recommend a change to the current CBA. Additional time is being provided by the District to complete the necessary tasks and I would believe the additional time would be compensated as well. Therefore, I recommend no change.

### **STAFF MEETINGS AND BACK TO SCHOOL NIGHTS**

The District is proposing changes/additions to the last paragraph of Section B. The District is proposing to include language to have the right to hold a staff meeting of up to one (1) hour on one or more of the in-service days. Also the District is proposing to require teachers to attend Back to School Nights or orientation nights.

The rational for these proposals is to allow the District the time and opportunity to discuss significant changes in laws/regulations/policies that impact their responsibilities to the students and parents. Additionally, the requirement to have teachers at Back to School Nights is needed so that they can meet the parents of the children they teach and should be an expectation of the teachers.

Although both proposals are understandable, they are not agreeable to the other party and I do not see an overriding interest to recommend a change to the current CBA. Therefore, I recommend no change.

## ARTICLE II TERMS AND CONDITIONS OF EMPLOYMENT

### B. School Year

No change.

The parties have proposals to change Article II, Section C – Teacher Day.

**LENGTH OF SCHOOL DAY:**

The Association is proposing that the normal workday shall be seven hours and thirty minutes (7 hours, 30 minutes) instead of a minimum of seven hours and thirty minutes (7 hours, 30 minutes) and a maximum of seven hours and forty-five minutes (7 hours, 45 minutes)

The rationale for the proposal is to have a balance between workday and salary, as compared to other county schools. Also, employees will know when the day ends so they may plan around obligations.

The proposal is not agreeable to the other party and I do not see an overriding interest to recommend a change to the current CBA as the additional fifteen minutes does not appear to create a significant financial disadvantage based upon the information submitted at the hearing. Therefore, I recommend no change.

The Association and the District are recommending changes to the preparatory time language in CBA.

The Association is proposing that the current sixty minute preparatory time be assigned in no less than thirty (30) minute increments. Also, the Association proposes that the compensatory time rate be increased from \$35.00 to \$100.00.

The rationale for the proposal is to ensure the employees are provided sufficient blocks of preparatory time to prepare for the next school day instead of having to prepare after the school day when they will not be paid.

The District proposes that the preparatory time be reduced from sixty (60) minutes to forty (40) minutes, but be in an uninterrupted block. Also, the District proposes increasing the compensatory rate to \$40.00.

The rationale for the proposal is that a period during the school day is forty two (42) minutes which prevents the accommodation of the sixty (60) minute prep. time in a single period. The District proposal is to give the prep. time in an uninterrupted block.

I recommend the following changes to Article II Section C:

ARTICLE II  
TERMS AND CONDITIONS OF EMPLOYMENT

C. Teacher Day

Effective with the ratification of this agreement, teachers shall receive one period during each student day, not less than forty-two (42) minutes, of preparatory time. (The remainder of this second paragraph in Section C remains unchanged)

Compensatory time not used by the end of the school year will be tallied and paid the employee at the rate of \$50.00/hour.

The rationale for the recommendation is to ensure that the teachers have an uninterrupted period of time to prepare and the increase in hourly rate is to offset the reduction in preparatory time from sixty (60) minutes to at least forty-two (42) minutes.

The remainder of Article II, Section C remains unchanged.

The Association and the District have salary proposals for Article III of the CBA.

The Association has proposals for Section C, E, I, J, K, L, M, and N.

The District has proposals for Section B, C, E, I, K, L, M.

**WAGES AND SALARY PROVISIONS**

B. Steps & I. Step Chart

The District is proposing that bargaining unit members advance a step in years 2 and 4 of the contract.

The rationale is that the District would be agreeable to retroactive pay as part of the new agreement, which is an item it has resisted previously, but is agreeable to changing this position in exchange for delaying step placement until year 2 of the contract. It also though proposes to delay any potential step movement from year 3 of the contract until year 4.

The Association is proposing that members advance a step each year of the agreement.

The rationale for this proposal is that the members should always advance one step per year towards the schedules maximum.

The parties are not agreeable to the others proposal. I recommend the that step movement occur each year of the contract. The members of the Association are significantly behind the salaries of their colleagues in neighboring districts and it will take time to close the gap. See salary step chart attached to this report.

### C. Column Movement

The Association is proposing adding a new column labeled “Specialist” to the salary schedule between the M+36 and M+45 columns.

The rationale is that certain positions require a master’s degree to be hired (speech language pathologist). The masters degrees necessary for these positions typically require sixty (60) plus credits. As such, since the masters degree for these positions requires many more credits than the standard masters degrees , the Association seeks a separate column to recognize these additional credits obtained prior to being eligible to be hired in their respective positions.

Although this proposal is understandable, the District is not agreeable to this proposal and I do not see an overriding interest to recommend a change of adding a new column to the salary schedule through Section C of the current CBA. I do not recommend adding columns to differentiate between several groups of teachers/educators that can potentially lead to a complex and lengthy salary schedule; although this is not to say certain specialists may deserve additional pay based on their degree. Therefore, I recommend no change.

## E. Special Education Teachers and Speech Therapists

The Association proposes that teachers with the responsibility of writing IEP's and GIEP's be given time during the workday to complete such documents. Specifically, the Association is proposing that teachers with such responsibility be excused from all other daily activities/duties at the ratio of one day for every five IEP's and/or GIEP's.

The rationale for this proposal is that this function is an integral part of the job, and some individuals are responsible for creating up to seventy (70) IEP's each year. Without sufficient time during the student day due to teaching responsibilities, the writing of IEP's may need to be done outside of the school day.

Although this proposal is understandable and maybe reasonable, it may potentially include some teachers that contribute part to the IEP writing process which would not be the intent of the proposal. There was mention of restricting the provision to the teacher legally responsible for drafting the IEP, ie. the special education teacher, which would appear reasonable, however this should be negotiated by the parties in order to clearly encompass the intent of the parties. Accordingly, I recommend no change to Section E of the current CBA.

## J. Salary Schedule

The Association is proposing a salary schedule which increases by a total of 5% each year.

The rationale for this proposal is that the District offers the lowest starting salary in Bradford County, and significant less (\$6,000) when compared to the nearest neighboring District. The District offers the lowest master's maximum salary in the county. Also, the District offers the lowest maximum salary in the county. The disparity with other Districts in the county grows over time as the professional employees at the District fall further behind as the years go on. The Association attempted to further support its position by pointing out that its members worked the longest workday and the longest work year. It is debatable that all of its members work the longest workday, however, the members



currently work the longest work year; 188 days compared to 187 days or less by the other Districts in the county. The Association believes the low pay, among other issues, has resulted in the District's inability to hire and/or retain teachers in the District.

The District recognizes the teachers are paid comparatively less than their colleagues at neighboring Districts and believes that a salary increase of 3.5% per year is warranted, and is a larger increase than it has offered in the past two decades. The District argues this significant increase is inextricably tied to the Association contributing to healthcare costs/expenses. This is necessary as healthcare costs continue to increase every year and at the current rate, the District must absorb the entirety of these increased costs. The District claims it cannot continue to dip into its reserve fund for these costs. It is reluctant to rely solely on increasing taxes every year to balance these costs, especially since the tax base is mainly homeowners and farmers in the community.

The Association's financial analysis presentation described the District's financial position based on an analysis of prior years projections and actual facts. The District underestimated the revenue it would receive by \$2.3 million per year over the past five (5) years. Also, the District has increased millage by exactly half of the allowable Act 1 rates between 2018 and 2024; however, it did increase taxes. The District underestimated its expenditures by \$1.3 million per year on average for the past five (5) years. The District's operating position is \$ 1.1 million better than it budgeted for between 2018 and 2022 and is better than expected currently. It was the Association's position that the District's fund balance, operating strength, and current ratio all indicate that the District will have no problem paying its bills and can reasonably withstand financial setbacks; and essentially pay the Association's proposal of a 5% annual salary increase.

The District's presentation described a budget deficit of approximately \$250,000 for 2023-2024 and stated it needed to refrain from operating at a deficit that required balancing the deficit with money from the reserve fund and/or increasing taxes every year; which is understandable and reasonable.

The arguments made by the respective parties are common and supported by the evidence submitted by each party during the fact finding process. After reviewing all financial information submitted by the parties, I recommend that

Association receive salary increases of 4.5% for 2023-2024, 4.5% for 2024-2025, 4.5% for 2025-2026, and 4.0% for 2026-2027. This is based on the District's financial position and the ability to pay these increases to put their teachers closer to the pay rate of their colleagues at nearby districts. The salary schedules are attached to this report.

#### K. Extra Duty Activities

The Association proposes the extra duty pay scale increase by the same percentage as the salary schedules.

The District proposes a 1% increase for extra duty pay each year of the contract.

I recommend that the percentage increase be 1.0% which appears consistent with the rate in the current CBA. The pay scale is attached to this report.

#### L. Coaching Salary Schedule

The Association proposes the applicable coaches pay scale increase by the same percentage as the salary schedules.

The District proposes a 1% increase each year of the contract for the coaching positions identified in the current CBA.

I recommend the Association's proposal which would be 4.5%, 4.5%, 4.5%, and 4.0% which appears to be closer to the calculations of the coaches pay rate in the current CBA. The pay scale is attached to this report.

#### M. Mentor pay

The Association is proposing to increase the stipend members receive for serving as a mentor from \$550/year to \$1,000/year.

The rationale for this proposal is that mentoring has changed over the years and will continue to become more involved with the alleged move towards hiring non-certificated people on emergency permits.

The District proposes to have the teachers paid \$1,000 for being a mentor for the teacher induction program.

The rationale for this change is that the increased pay is warranted since the teacher induction process is more complicated and takes more time than it did a few years ago.

I recommend that the language be changed to \$750 a year since both parties agree that the teacher induction process is more complicated and takes more time. The program used to be one (1) year but was expanded to two (2) years. Accordingly, I recommend the following:

ARTICLE III  
WAGES AND SALARY PROVISIONS

M. Induction

Mentors for the teachers induction program shall be paid \$750 per year.

The remaining language in this paragraph will remain unchanged from the current CBA.

N. Extra Duty Pay

The Association is proposing to increase the amount received for working outside of the school day from \$20/hour to \$50/hour.

The rationale for this proposal is that the \$50 rate is closer to the current hourly rate of the average professional in the District. The Association provided a supporting calculation.

The District is not in agreement with this proposal.

This proposal is understandable to have the rate in line with the current hourly rate of the average professional in the District, however, I do not see an overriding interest to recommend such a change, especially in light of the other recommended salary increases in this report. Accordingly, I recommend the language in Section N remain unchanged.

#### **Article IV – Employee Benefits**

The parties have proposals to change and/or add to Art. IV Section A – Credit Reimbursement.

The District is proposing (1) increasing the maximum annual expense from \$60,000 to \$80,000 and two percent each year thereafter during the term of the contract; (2) requiring employees to notify the District of the plan to apply for tuition reimbursement four weeks before the start of the class; (3) requiring a minimum 2.5 grade point average (currently states passing grade); and (4) provide the Association with a list of reimbursement requests and decisions on requests three times a year.

The rationale for the proposal is the District’s recognition of rising tuition costs and is consistent with the historic spending by teachers on reimbursement requests. The District also pointed out in its presentation that it agreed to expand the scope of available reimbursement to include courses taken to secure permanent certification which appears to be in response to the Association’s request for same during the bargaining process.

The Association proposes the receipt of a list of reimbursement requests and decisions on requests three times a year, and the removal of language limiting the reimbursement of courses prior to permanent certification. Both of these proposals were agreed to by the District.

Based on the presentation and information provided by the parties, I recommend the following re. Credit Reimbursement:

#### ARTICLE IV EMPLOYEE BENEFITS

## Section A. Credit Reimbursement

First paragraph – no change.

Beginning with the 2023-2024 school year, reimbursement for courses will be limited to a maximum annual expense for all such application of \$80,000 per year for the entire bargaining unit.

The only other recommended changes to the language in the second paragraph are the change from \$60,000 to \$80,000. Otherwise, I recommend the language in the second paragraph remain unchanged.

I recommend the language in the third paragraph be eliminated and replaced with the following language proposed by the District:

The \$80,000 yearly limit shall increase 2% each year during the term of the contract.

The limit shall be as follows:

2023/2024- \$80,000

2024/2025- \$81,600

2025/2026- \$83,232

2026/2027- \$84,897

I further recommend the following:

In addition, Tuition Reimbursement will be paid to teachers for approved credits as follows:

1. Employees shall be reimbursed at the lesser of Penn State graduate credit rate or the actual cost.

11. The District shall provide the Association a complete list of credit request, approvals and denials three (3) times per year; At the start of the school year, at the end of the second marking period, and at the end of the school year.

With regard to the remaining language of Section A – Credit reimbursement, I do not recommend any other changes.

The parties have proposals for changes to Article IV - Section C – Premium Share.

The language in the current CBA requires all bargaining unit members to pay a premium share of \$1,000 per year for single coverage and \$1,760-\$2,000 for non-single coverage. The Association is proposing no change to this amount. The District is proposing the a premium of share of \$1,300 a year for single coverage for the first 2 years of the contract and \$1,700 a year for single coverage for the last 2 years of the contract; and \$2,600 a year for non-single coverage for the first 2 years of the contract and \$3,400 for the last 2 years of the contract.

The rationale for the District’s proposal is the increase in healthcare costs and expenses and its request for the Association to contribute towards the increase instead of the full amount being paid by the District. The District presented a comparison to Canton School District to support its position and to show its proposal would place the teachers in a similar position of contributions toward the premium as its neighboring colleagues. Although this may be true, it isn’t a direct apples to apples comparison as the Canton School District has a Qualified HDHP and the Troy Area School District has a HDHP. Additionally, and more importantly, the Canton School District has significantly higher starting salary, master’s maximum salary, and maximum salary compared to Troy.

The Association has requested the utilization report which outlines the utilization of the healthcare plan, but has not received it. This is not the District’s fault as the report would be provided by and/or through the healthcare consortium. Without the report, neither party has the ability to seek possible savings in their healthcare plan.

Regardless of the lack of the report, it is likely that there have been an increase in healthcare costs and expenses, which is widespread, and under the current CBA, it would be born by the District. I recommend the following changes

ARTICLE IV  
EMPLOYEE BENEFITS

## Section C – Premium Share

HDHP-1 Single Coverage: All bargaining unit members will be responsible for paying a premium share as listed below. The employee will have an amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of healthcare, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for healthcare costs during the previous year plus any additional premium share increase for the current year, the amount not to exceed the premium share below:

2023-2024 - \$1,100/year  
2024-2025 - \$1,100/year  
2025-2026 - \$1,200/year  
2026-2027 - \$1,200/year

HDHP-1 Non-Single Coverage: All bargaining unit members will be responsible for paying a premium share as listed below. The employee will have an amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of healthcare, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for healthcare costs during the previous year plus any additional premium share increase for the current year, the amount not to exceed the premium share below:

2023-2024 - \$2,200/year  
2024-2025 - \$2,200/year  
2025-2026 - \$2,400/year  
2026-2027 - \$2,400/year

I do not recommend any changes to the last two paragraphs of Section C – Premium Share.

The Association has proposed changes to Article IV – Section F – Healthcare Buyout.

The Association proposes the following:

ARTICLE IV  
EMPLOYEE BENEFITS

Section F – Health Insurance Waiver

1. No change in language.
2. A participating employee shall receive annual compensation in the amount of three thousand (\$3,000), in the form of two separate payments of one thousand five hundred (\$1,500) each, so long as the participating employee is an active employee at the time payment is due.

New hires within sixty (60) days of the time of payment who opt out of health insurance will receive a prorated amount.

Should more than eight (8) bargaining unit members utilize this section, the yearly amount shall increase to four thousand five hundred (\$4500)  
Should more than ten (10) bargaining unit members utilize this section, the yearly amount shall increase to five thousand five hundred (\$5500)

The parties have a tentative agreement on this provision with the above language and I would recommend the change as it would be mutually beneficial to the parties.

The Association has proposed changes to Article IV - Section E- Retirement of the current CBA.

The Association proposes the following:



ARTICLE IV  
EMPLOYEE BENEFITS

Section I – Retirement

Upon permanent retirement from school employment, employees with ten or more years of service in the Troy Area School District will be reimbursed for unused accumulated sick leave at the rate below for retirements effective the school year following notice.

Submit Retirement Letter	Rate up to 150 days
On or before March 1 <sup>st</sup> of school year	\$60/day
From March 2 <sup>nd</sup> to April 1 <sup>st</sup>	\$50/day
From April 2 <sup>nd</sup> to last day of school	\$35/day
After the last day of school	\$25/day

Any permanent retirement that is effective the same school year as notice is given, employees otherwise entitled to retirement reimbursement shall be paid \$50/day if at least ninety calendar days' written notice is provided and \$40/day if at least forty five calendar days' written notice is provided. If a retirement is sudden due to documented health reasons, the deduction in reimbursement will be waived and the member will be paid at \$60/day.

The remaining paragraphs of this section remain unchanged.

The parties have a tentative agreement on this provision with the above language and I recommend the change as well.

The Association is proposing a change to Article IV, Section J – Retirement Incentive.

The Association is proposing the expansion of health insurance for retirees to include spouses and dependents. The current coverage is only for retiring employees.

The District does not agree with this proposal as a similar provision that included spouses and dependent was negotiated out of the last CBA and was collectively bargained during the normal give and take of negotiations.

Although this proposal is understandable, I see no overriding interest to recommend any such change to the current CBA to insert similar language that was just collectively negotiated out of the CBA. Therefore, I recommend no change.

The Association is proposing a change to Article V, Section D – Personal Days

The Association is proposing to grant all employees three (3) personal days per year; instead of the current system that ties the number of days to the number of unused personal days. The Association is also proposing that members be allowed to use up to five (5) personal days per year, instead of four (4).

The District opposes any change to this section as it has provided significant increases in other proposals that financially the members.

I do not recommend any change to this section as the current system encourages members to not miss any work in exchange for the potential increase in personal days.

The Association has proposed changes to Article V – Section E – Reimbursement for Unused Personal Leave.

The Association proposes the following:

ARTICLE V  
LEAVES

Section E – Reimbursement for Unused Personal Leave

Upon permanent retirement from school employment, employees with ten or more years of service in the Troy Area School District will be reimbursed for

unused accumulated personal days at the rate below for retirements effective the school year following notice.

Submit Retirement Letter	Rate up to 55 days
On or before March 1 <sup>st</sup> of school year	\$60/day
From March 2 <sup>nd</sup> to April 1 <sup>st</sup>	\$50/day
From April 2 <sup>nd</sup> to last day of school	\$35/day
After the last day of school	\$25/day

Any permanent retirement that is effective the same school year as notice is given, employees otherwise entitled to retirement reimbursement shall be paid \$50/day if at least ninety calendar days' written notice is provided and \$40/day if at least forty five calendar days' written notice is provided. If a retirement is sudden due to documented health reasons, the deduction in reimbursement will be waived and the member will be paid at \$60/day.

The remaining paragraphs of this section remain unchanged.

The parties have a tentative agreement on this provision with the above language and I recommend the change as well.

The Association has proposed a change Article VI – Section E. -Transfers

The Association has proposed a sentence be added to the end of the paragraph in Section E of the current CBA. The sentence added would read – Internal applicants shall be guaranteed an interview. Feedback will be given to any internal applicant not chosen.

The parties have a tentative agreement on this provision with the above language and I recommend the addition as well.

Remaining items and proposals;

The District has proposed removing Article V – Section J – Unpaid days off. The Association disagrees with this proposal. Although I understand the District's position, I see no reason to recommend a change/removal as the superintendent

has the right to deny requests for unpaid days off that are unreasonable, which is a very broad term and appears to vest significant discretion with the superintendent.

The Association has proposed adding a provision that would require the District to send someone with a member on home visits for safety reasons. Although this is an understandable proposal, this would be something that would be within the managerial prerogative and/or the discretion of the District who, I would expect, want to take appropriate measures to protect the health and safety of its employees.

The parties have reached five (5) tentative agreements as referenced above:

ARTICLE I – Section B – Length of agreement.

ARTICLE IV- Section F – Health Insurance Waiver.

ARTICLE IV- Section I - Retirement – Sick Leave Buyout.

ARTICLE V - Section E – Reimbursement Unused Personal Days.

ARTICLE VI – Section E – Transfers.

With respect to any other provision of the contract not discussed herein, I recommend that such provisions continue with their current language, unless revisions have been agreed to by both sides during the course of negotiations.

September 25, 2023

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/s/  
Michael J. O'Connor, Esq.  
Fact Finder

