

**COMMONWEALTH OF PENNSYLVANIA**  
**PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of Fact-Finding	(	Fact-Finding Report
	(	and Recommendations
	(	
Between	(	Case #ACT 88-25-10-E
	(	
Columbia-Montour Area Vocational	(	
Technical School	(	
	(	Date of Appointment: November 18,2025
And	(	Date of Hearing: December 11, 2025
	(	Date of Report: December 29, 2025
Columbia-Montour Area Vocational	(	
Technical School Education Association	(	
PSEA/NEA	(	

Barbara Lichtman  
Fact-Finder

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## **BACKGROUND**

By letter dated November 18, 2025, the Pennsylvania Labor Relations Board (PLRB), pursuant to Act 88 of 1992 (Act 88) and the Public Employer Relations Act (PERA), appointed the undersigned as Fact-Finder in the impasse between Columbia-Montour Area Vocational Technical School (hereafter referred to as the “Employer” or “CMAVTS”) and Columbia-Montour Area Vocational Technical School Education Association PSEA/NEA (hereafter referred to as the “Association”). The Association represents a unit of approximately 54 professional bargaining unit employees which includes academic and vocational teachers and guidance counselors/social workers.

The Employer is located in Bloomsburg, Pennsylvania. Like other vocational schools, CMAVTS was created under Article XVIII of the Pennsylvania School Code as a cooperative educational institution designed to provide specialized training that individual school districts cannot offer on their own. Some 600 students enrolled at CMAVTS spend half of their instructional day in traditional academic coursework and the other half in vocational programs within their chosen fields. CMAVTS provides these programs to students from six participating districts. The participating districts, or “sending schools” are: Berwick Area School District; Bloomsburg Area School District; Central Columbia School District; Danville Area School District; Millville Area School District; and Southern Columbia School District.

CMAVTS is governed by a Joint Operating Committee comprised of representatives from each sending district. CMAVTS must obtain approval from its sending districts for its annual budget and other major financial actions having no independent budget processes to levy taxes to meet their needs. Seventy three percent (73%) of the funding for the operations of CMAVTS comes directly from the sending schools.

The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the “CBA”) which was effective by its term from July 1, 2020 through June 30, 2025. The parties began formal negotiations in January 2025, exchanged proposals and met numerous times, in an attempt to negotiate a successor CBA.

The issues in dispute were filed by the parties to the Fact-Finder, in writing, in accordance with the order of the PLRB. The issues before this fact-finder involve:

Issues for the Employer:

1. Wages
2. Health Care Benefits
  - a. Premium share

- b. Spousal Rule
- 3. Teaching Hours
- 4. Working days
- 5. Academic Teachers attending Occupational Advisory Committee meetings
- 6. Professional Attire during the workday
- 7. College Credit Reimbursement
- 8. Professional Development
- 9. Term of Agreement – 3 years
- 10. Leaves of Absences – use during Act 80 days
- 11. Retirement

Issues for the Association:

- 1. Wages/longevity
- 2. Term of Agreement five (5) years
- 3. Healthcare – payment in lieu of healthcare
- 4. Dignity and respect
- 5. Personal days
- 6. Meet and discuss
- 7. Coaching salary schedule
- 8. Coordinator/extra duty pay
- 9. Disputed benefits
- 10. Retirement incentive
- 11. Guidance counselor/social worker master programs/salary

A Fact-Finding Hearing was held Thursday, December 11, 2025 at the Columbia Montour Area Vocational Technical School in Bloomsburg, PA. The following appeared for the parties:

**For the Employer:**

Benjamin L. Pratt, Esquire  
Cindy Brassington, School Board  
Bob Fogarty, School Board  
Tony Lylo, Business Manager  
Curtis Funkheiser, Administrative Director  
Charley Chyko, School Board

**For the Association:**

John Holland, PSEA Region Field Director  
James Henninger-Vosi, PSEA Research

Mateo Arios Durel, PSEA Staff  
Butch Melito, CMAVTS Staff  
Shawn Devlin, CMAVTS Staff  
Eric Valinsky, CMAVTS Staff  
Tom Lavelle, PSEA Staff

## **DISCUSSION AND RECOMMENDATIONS**

### **Tentative Agreements**

**RECOMMENDATION: All tentative agreements shall be made part of the new CBA.**

### **Issue 1A: Wages**

Article XIII – Professional Compensation | Section 13.01(1) – Salaries

#### **Current CBA Language:**

“Prior to the first pay period of each school year, each member of the Bargaining Unit shall receive a salary consistent with the salary schedules contained in Appendix A of the Agreement. For the duration of this contract, bargaining unit members shall move one step on the salary schedule for each year of service. Each employee shall be placed on the salary schedule in their proper column. Column shall be determined by the degree and number of credits which the employee has attained as reflected in their personnel file. Employees are responsible for updating their record and filing a request for class movement. Compensation for column (class) movement will be prorated from the time the request is submitted to the Administrative Director. All requests must be approved by the Administrative Director.”

#### **Employer Proposed Language Change:**

“Prior to the first pay period of each school year, each member of the Bargaining Unit shall receive a salary consistent with the salary schedules contained in Appendix A of the Agreement. For the duration of this contract, bargaining unit members shall move one step on the salary schedule for each year of service. Each employee shall be placed on the salary schedule in their proper column. Column shall be determined by the degree and number of credits which the employee has attained as reflected in their personnel file. Employees are responsible for updating their record and filing a request for class movement. Compensation for column (class) movement will be prorated from the time the request is submitted to the Administrative Director. All requests must be approved by the Administrative Director.

**For each year of this Agreement, the total salary allocation for the bargaining unit shall increase by 2.5%. The School shall distribute this increase on an equal-dollar basis to all bargaining unit members. The parties agree that step movement shall not operate to provide any additional salary increase beyond the uniform allocation described herein.”**

### **Association Proposal: SALARY PROPOSAL**

2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
6.5%	6.5%	6.25%	6.25%	6.25%

**RECOMMENDATION:** Although the compensation of CMAVT is comparable to the Bloomsburg and Berwick School Districts, there are several districts where CMAVT compensation is anywhere from \$5000 to \$9000 less. When comparing compensation, one must look further at other economic benefits to determine the full compensation picture and as noted below when addressing other issues, whether an exchange for a concession in another area accounts for gains somewhere else. When analyzing the wage increases by the sending districts, I looked at the average increase for the 2025-2026 school year as well as future years. Some CBAs were recently negotiated and others are in the final years of their current CBAs. I also looked at the median and made a third calculation excluding the highest and lowest increase for that given year and then averaged the remainder for each year as follows:

2025-2026 – 6 CBAs - average = 5.05% median = 4.55% excluding high/low = 3.75%

2026-2027 – 4 CBAs                      4.1%                      4.1%                      4.1%

2027-2028 – 4 CBAs                      3.8%                      4%                      4%

2028-2029 – 4 CBAs                      3.8%                      3.65%                      3.65%

Given there are two other school districts that will be negotiating it is unknown whether the increases would greatly impact those included in the comparison above. Since the parties expressed an interest in adjusting the salary schedule structure to attract and retain teachers, the recommended salary schedules include adjustments to the structure with the aim of facilitating future negotiations by decreasing the costs of step movement toward the top salaries and to increase the ability to attract and retain teachers.

Accordingly, I recommend the salary schedules (below) which are projected to generate the following percentage increases in the total salary schedule-based payroll:

2025-26 – 4.5%  
 2026-27 – 4.0%  
 2027-28 – 4.1%  
 2028-29 – 3.7%.

## SALARY SCHEDULES

### Class Definitions, All Years of this Agreement

Class 1	Beginning Teacher, BS, BA or Vocational Teacher to 36 Credits
Class 2	BA or BS +15 Credits or Voc Teacher with 36 – 60 Credits
Class 3	BA or BS +24 Credits or Voc Teacher with 61 or more Credits (Permanent Cert)
Class 4	Masters or Masters Equivalent
Class 5	Masters or Masters Equivalent +15
Class 6	Masters or Masters Equivalent +30
Class 7	Masters or Masters Equivalent + 45

2025-2026								
Year 1								

Steps To Top	Old Numbering System	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
15	1	54,043	54,580	56,129	57,240	59,149	59,963	60,777
14	2	54,550	55,087	56,636	57,747	59,656	60,470	61,284
13	3	55,057	55,594	57,143	58,254	60,163	60,977	61,791
12	4	55,564	56,101	57,650	58,761	60,670	61,484	62,298
11	5	56,071	56,608	58,157	59,268	61,177	61,991	62,805
10	6	56,578	57,115	58,664	59,775	61,684	62,498	63,312
9	7	57,085	57,622	59,171	60,282	62,191	63,005	63,819
8	8	60,170	60,707	62,257	63,214	65,123	65,937	66,751
7	9	61,800	62,337	63,886	64,844	66,753	67,567	68,381
6	10	63,200	63,737	65,286	66,244	68,153	68,967	69,781
5	11	64,753	65,290	66,840	67,797	69,706	70,520	71,334
4	12	66,307	66,843	68,393	69,351	71,260	72,074	72,888
3	13	68,856	69,687	71,237	72,195	73,809	74,623	75,437
2	14	72,108	72,934	74,483	75,039	76,358	77,172	77,986
1	15	74,939	75,759	77,308	77,864	78,888	79,702	80,516
Top	16	77,824	78,695	79,778	80,344	81,214	82,085	82,955

<b>2026-2027</b> <b>Year 2</b>
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Steps To Top	Old Numbering System	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
15	1	55,817	56,388	57,914	58,918	62,147	63,255	64,363
14	2	56,324	56,895	58,421	59,425	62,654	63,762	64,870
13	3	56,831	57,402	58,928	59,932	63,161	64,269	65,377
12	4	57,338	57,909	59,435	60,439	63,668	64,776	65,884
11	5	57,845	58,416	59,942	60,946	64,175	65,283	66,391
10	6	58,352	58,923	60,449	61,453	64,682	65,790	66,898
9	7	58,859	59,430	60,956	61,960	65,189	66,297	67,405
8	8	61,463	62,034	63,560	64,454	67,683	68,791	69,899
7	9	63,027	63,598	65,124	66,018	69,247	70,355	71,463
6	10	64,427	64,998	66,524	67,418	70,647	71,755	72,863
5	11	65,937	66,508	68,033	68,928	72,156	73,264	74,372
4	12	67,446	68,017	69,543	70,437	73,666	74,774	75,882
3	13	69,667	70,809	72,334	73,229	75,886	76,994	78,102
2	14	72,757	73,888	75,413	76,021	78,107	79,215	80,323
1	15	75,546	76,665	78,191	78,798	80,314	81,422	82,530
Top	16	78,477	79,677	80,768	81,391	82,591	83,791	84,991

<b>2027-2028</b> <b>Year 3</b>
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Steps To Top	Old Numbering System	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
15	1	58,161	58,778	60,272	61,135	66,106	67,602	69,098
14	2	58,668	59,285	60,779	61,642	66,613	68,109	69,605
13	3	59,175	59,792	61,286	62,149	67,120	68,616	70,112
12	4	59,682	60,299	61,793	62,656	67,627	69,123	70,619
11	5	60,189	60,806	62,300	63,163	68,134	69,630	71,126
10	6	60,696	61,313	62,807	63,670	68,641	70,137	71,633
9	7	61,203	61,820	63,314	64,177	69,148	70,644	72,140
8	8	63,170	63,787	65,281	66,092	71,063	72,560	74,056
7	9	64,648	65,264	66,758	67,570	72,541	74,037	75,533
6	10	66,048	66,664	68,158	68,970	73,941	75,437	76,933
5	11	67,499	68,116	69,610	70,421	75,392	76,889	78,385
4	12	68,951	69,567	71,061	71,873	76,844	78,340	79,837
3	13	70,738	72,290	73,784	74,595	78,631	80,127	81,623
2	14	73,614	75,147	76,642	77,317	80,417	81,914	83,410
1	15	76,348	77,863	79,358	80,033	82,198	83,694	85,190
Top	16	79,146	80,683	81,782	82,465	84,003	85,540	87,078

2028-2029								
Year 4								

Steps To Top	Old Numbering System	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
15	1	60,250	60,907	62,373	63,110	69,634	71,477	73,319
14	2	60,757	61,414	62,880	63,617	70,141	71,984	73,826
13	3	61,264	61,921	63,387	64,124	70,648	72,491	74,333
12	4	61,771	62,428	63,894	64,631	71,155	72,998	74,840
11	5	62,278	62,935	64,401	65,138	71,662	73,505	75,347
10	6	62,785	63,442	64,908	65,645	72,169	74,012	75,854
9	7	63,292	63,949	65,415	66,152	72,676	74,519	76,361
8	8	64,692	65,349	66,815	67,552	74,076	75,919	77,761
7	9	66,092	66,749	68,215	68,952	75,476	77,319	79,161
6	10	67,492	68,149	69,615	70,352	76,876	78,719	80,561
5	11	68,892	69,549	71,015	71,752	78,276	80,119	81,961
4	12	70,292	70,949	72,415	73,152	79,676	81,519	83,361
3	13	71,692	73,610	75,076	75,813	81,076	82,919	84,761
2	14	74,378	76,270	77,736	78,473	82,476	84,319	86,161
1	15	77,064	78,931	80,397	81,134	83,876	85,719	87,561
Top	16	79,749	81,592	82,697	83,434	85,276	87,119	88,961

### Issue 1B: Longevity Payment

**No Current CBA Language:**

**Employer Position:** No additional provision

**Association Proposal:**

Upon reaching sixteen (16) years of service, a \$1,800 longevity payment will be issued, divided equally among each of the employee's regular pay periods.

**RECOMMENDATION:** During negotiations for previous collective bargaining agreements, the parties jointly agreed to a freeze for almost a decade. However, the costs to individuals who were frozen for that period of time was considerable. Only one sending school has a \$1800 longevity provision in their CBA.

**New Provision: - "Longevity Bonus: A one-time lump sum longevity bonus of \$1000 will be paid to those who have already obtained or when an employee obtains sixteen (16) years of service."**



### **Issue 1C: Coaching Salary Schedule**

#### **ARTICLE XIII- PROFESSIONAL COMPENSATION**

**NOTE: During the Executive Session, the parties have agreed to negotiate the Coaching Salary Schedule**

### **Issue 1D: Coordinator/Extra Duty Pay**

Article XIII - Professional Compensation |Section 13:04 and 13:06 Coordinator /  
Extra Duty Pay

**NOTE: During the Executive Session, the parties have agreed to negotiate the Coordinator/Extra Duty Pay**

### **Issue 1E: Guidance Counselor/Social Worker Master Program**

**Employer Proposal – No new provision**

#### **New Association Proposal:**

Upon earning 30 credits in a master's degree in guidance or social worker program, the employee shall be placed on class 4 column of the salary scale; thereafter, for each 15 credits earned, the employee shall move one (1) additional column on the salary scale.

**RECOMMENDATION:** Social workers are required 60+ credits to earn a master's degree compared to most others requiring 30 credits. This is understood by individuals when they choose to enter this profession. After reviewing all the CBAs of each of the sending districts, there does not exist any similar provision distinguishing the different requirements in obtaining a master's degree in any particular discipline. **Therefore, I do not recommend any change to the CBA in this regard.**

### **Issue 2A: Health Care Benefits – Premium Share**

Article XI – Insurance Coverage | Section 11.01(1) – Health Care Insurance

#### **Current CBA Language**

“... The employee will contribute each year toward the cost of their health insurance premiums for the term of this contract as follows:

	2020-21	2021-22	2022-23	2023-24	2024-25
Single	\$700	\$800	\$900	\$1000	\$1100
Parent and Child	\$1000	\$1100	\$1200	\$1300	\$1400
Parent and Children	\$1300	\$1400	\$1500	\$1600	\$1700
Family	\$1754	\$1854	\$1954	\$2054	\$2154

#### **Employer Proposed Language Change:**

“... The employee will contribute each year toward the cost of their health insurance premiums for the term of this contract as follows:

	2025-26	2026-27	2027-28
Single	\$1200	\$1300	\$1400
Parent and Child	\$1500	\$1600	\$1700
Parent and Children	\$1800	\$1900	\$2000
Family	\$2254	\$2354	\$2454

**Association Proposal:** - No change in current contract language

**RECOMMENDATION:** When comparing the health care costs in the CBAs of the sending districts, there are two CBAs where costs are comparable. However, comparing the costs in the CMAVT CBA to the other four CBAs, CMAVT employee costs are less as follows:

Bloomsburg - \$1000 less  
 Millville – 6% – 8% less  
 Danville – 2% – 4% less  
 Southern – 6.3% - 8.1% less

Previous increases have been \$100 per year. Continue those increases through the life of this agreement.

**Change contract language as follows:**

	2025-26	2026-27	2027-28	20287-298
Single	\$1200	\$1300	\$1400	\$1500
Parent and Child	\$1500	\$1600	\$1700	\$1800
Parent and Children	\$1800	\$1900	\$2000	\$2100
Family	\$2254	\$2354	\$2454	\$2554

### **Issue 2B: Health Care Benefits - Spousal Exclusion**

Article XI – Insurance Coverage | Section 11.01(4) – Spousal Exclusion

**No Current CBA Language:**

**Employer Proposed Language Change:**

**“11.01(4) Spousal Exclusion.** A member’s spouse may be excluded from the School’s health insurance coverage if the spouse is provided, and is eligible for, group health insurance coverage through their employer. The parties agree that it is not the intent of this provision to create undue hardship for a member’s spouse. Accordingly, a spouse may be excluded from the School’s health insurance plan only if all of the following conditions (a–e) are satisfied:

a. **Full-Time Employment; Credible Coverage.** The spouse is a full-time employee of an employer that provides health insurance coverage that is credible and affordable under the Affordable Care Act (ACA).

b. **Employer Group Health Plan.** The spouse’s employer offers a Group Health Insurance Plan to its employees. Self-employed spouses are not considered to have an “Employer Group Health Insurance Plan” for purposes of this section.

c. **Provider Network.** The spouse’s Group Health Insurance Plan utilizes one of the following national provider networks, or another comparably qualified network:

- Blue Cross / Blue Shield
- Geisinger and GHP Rental Networks
- United Healthcare

- Aetna
- Cigna

d. **ACA Affordability and Minimum Value.** The spouse's Group Health Insurance Plan meets ACA standards for affordability and minimum value. For purposes of this Agreement, the ACA defines affordability as the spouse's share of the monthly premium for the lowest-cost self-only plan being less than the applicable ACA affordability percentage (e.g., 9.02% of income for calendar year 2025).

e. **No Court-Ordered Obligation.** The member is not required by court order (e.g., divorce decree) to provide health insurance coverage for the spouse.

If a spouse does not meet one or more of the above criteria and therefore remains eligible for School coverage, the member shall complete and submit the affidavit form attached to this Agreement."

**Association Proposal:** Current language

**RECOMMENDATION:** With the exception of similar language in the Central CBA, no other sending district has negotiated a spousal exclusion. There already exists an Opt-Out provision in the CMAVT CBA. This may be taken advantage of for employees who are covered by their spouse's insurance. **At this time, I do not recommend any additional provision in the CMAVT CBA.**

## **Issue 2C: Health Care Benefits – Disputed Benefits**

### Article XI – Insurance Coverage | Section 11.04

**Current CBA Language:**

"No disputes with the insurance carrier over claims for any insurance benefits shall be subject to the grievance procedure. The Board's liability is limited to payment of premiums."

**Employer Proposed Language Change:**

"The hospitalization and medical service plan is a contract between the Employer and the insurance carrier. No dispute over a claim for any benefits extended by the hospitalization and medical service plan shall be subject to the grievance procedure established in this Collective Bargaining Agreement. It is agreed and understood that the Employer does not accept, nor is the Employer to be charged with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the hospitalization and medical service plan. The Board's liability is limited to payment of premiums."

**Association Proposal:**

Delete Section 11.04 Disputed Benefits

**RECOMMENDATION:** Employees should contact the Insurance Carrier to seek clarification of coverage and to advocate their position in the event a benefit is not paid by the insurance company. In addition, there are appeals procedures for subscribers to appeal the decision of the carrier. **I recommend no change in the current CBA language.**

## **Issue 2D: Health Care Benefits - Payment in Lieu of Hospitalization Coverage**

Article XI - Insurance Coverage | Section 11.01

### **Current Contract Language:**

2. Payment in Lieu of Hospitalization Coverage – Any employee currently provided hospitalization/medical insurance or who has previously elected the medical insurance alternative, may elect the “medical insurance alternative” compensation plan at the effective time of this Agreement which equates to \$1,750 or a value equal to the incentive offered by the employee’s alternative source of insurance benefits, not to exceed \$2,500. A check for half the monetary amount is sent to the employee in December and a check for the other half is sent out in June. If an individual and spouse are employed by CMAVTS, both must be on the same plan. The spouse is not eligible for payment in lieu of coverage.

**Employer Proposal:** Maintain current language

**Association Proposal:** Increase payment in lieu of coverage to fifty (50%) percent of the cost of insurance coverage

**RECOMMENDATION:** Payment for opting out of medical insurance coverage amongst the sending districts is paid between \$2000 and \$2500 in accordance with their CBAs. Bloomsburg does afford \$4000 for opting out and Berwick has a range, depending on numbers of employees opting out between \$2500 and \$7500. Therefore, I am recommending to **change “\$1750” to “\$2000”**

**2. Payment in Lieu of Hospitalization Coverage – Any employee currently provided hospitalization/medical insurance or who has previously elected the medical insurance alternative, may elect the “medical insurance alternative” compensation plan at the effective time of this Agreement which equates to \$2,000 or a value equal to the incentive offered by the employee’s alternative source of insurance benefits, not to exceed \$2,500. A check for half the monetary amount is sent to the employee in December and a check for the**

**other half is sent out in June. If an individual and spouse are employed by CMAVTS, both must be on the same plan. The spouse is not eligible for payment in lieu of coverage.**

### **Issue 3: Teaching Hours**

#### **Article VII – Teacher Hours | Section 7.01**

##### **Current CBA Language:**

“All professional employees, unless excused by the Director in conjunction with an authorized school program or activity, shall be required to be present in the building for seven (7) hours and five (5) minutes per day, Monday, Wednesday, and Friday (8:10 AM to 3:15 PM). Tuesday and Thursday hours shall be from 7:45 AM to 3:15 PM. Each professional employee is entitled to a 30-minute duty-free lunch period.”

##### **Employer Proposed Language Change:**

“All professional employees, unless excused by the Director in conjunction with an authorized school program or activity, shall be required to be present in the building for seven and one-half (7.5) hours per workday. The Director shall establish and publish the reporting and dismissal times at the start of each school year. Each professional employee shall continue to receive a 30-minute duty-free lunch period.”

**Association Proposal:** Maintain current language.

**RECOMMENDATION:** As presented by the Association, this increase in the length of the work day equates to in excess of one additional week of work. Although the work day in each of the sending districts includes seven and one-half (7 ½) hour days, it is unclear how long this has been in each CBA and, whether when negotiated, the compensation was adjusted to account for the increase in hours. The recommendation is to change the language to that proposed by the Employer. This has been taken into account in the recommended wage increase.

Change Section 7.01 as follows:

**“All professional employees, unless excused by the Director in conjunction with an authorized school program or activity, shall be required to be present in the building for seven and one-half (7.5) hours per workday. The Director shall establish and publish the reporting and dismissal times at the start of each school year. Each professional employee shall continue to receive a 30-minute duty-free lunch period.”**

## **Issue 4: Working Days**

### Article V – Teacher Hours | Section 5.01

#### **Current CBA Language:**

“All members will give services during the school term that includes 184 days of professional practices and 180 days for pupils in the case of ten (10) month employees; ...”

#### **Employer Proposed CBA Language:**

“All members will give services during the school term that includes **187 days of professional practices** and 180 days for pupils in the case of ten (10) month employees; ...”

#### **Association Proposal:** No change in current contract language

**RECOMMENDATION:** Although the work days in the sending district CBAs are between 185 – 188 days, increasing the hours and days during the same CBA cycle would greatly diminish the compensation. It is not unusual to exchange compensation for expanding working hours or diminishing benefits. Without additional information, it is unclear whether Bloomsburg, Central or Millville, when increasing compensation by 9.3%, 7.4% or 6.2%, respectively, in the initial year of their current CBA, did so in exchange for concessions in other provisions. Therefore, based on the Employer’s wage proposal, it seems unlikely CMAVT is prepared to significantly increase compensation for other changes sought. Accordingly, I **recommend there be no change in this provision.**

## **Issue 5: Academic Teachers Attending Occupational Advisory Committee Meetings**

### Article VI – Continuing Professional Development | Section 6.02

#### **Current CBA Language:**

“It is understood that vocational teachers who organize and attend their occupational advisory committee meeting qualify for Act 48 Hours (limited to 4 hours per year). Academic teachers who attend occupational advisory committee meeting qualify for professional development activities (limited to 4 hours per year). Hours toward Act 48 for attendance at occupational advisory committee meetings must be included in the teacher's annual plan.”

#### **Employer Proposed Language Change:**

“It is understood that vocational teachers who organize and attend their occupational advisory committee meeting qualify for Act 48 Hours (limited to 4 hours per year). All academic teachers shall be required to attend the Occupational Advisory Committee meetings as part of their professional responsibilities. Attendance shall qualify as professional development activities and may count toward Act 48 requirements as approved by the Administration.”

**Association Proposal:** No change in current contract language.

**RECOMMENDATION:** Teachers are required to obtain professional development hours but should have an option of how to do so. Attending Occupational Advisory Committee meetings is an option to achieving some of these hours, as chosen by the individual teachers. Therefore, **I recommend no change in the current CBA language.**

### **Issue 6: Professional Attire During the Workday**

Article VII – Teaching Hours | Section 7.05 – Workday Attire

#### **No Current CBA Language**

#### **Employer Proposed CBA Language:**

**“Section 7.05 – Workday Attire.** All professional employees are expected to dress in a manner that reflects professionalism, supports a positive educational environment, and is appropriate for their instructional duties. Attire shall be neat, clean, and suitable for the nature of the employee’s work assignment.

Employees may be required to wear specific attire, safety equipment, or protective clothing when necessary for instructional, programmatic, or safety purposes, as determined by the Administration.

The Administration retains the right to address attire that is inappropriate, unsafe, disruptive, or inconsistent with professional expectations. Employees will be notified of any building-wide or program-specific attire guidelines at the start of each school year.”

**Association Proposal:** No additional language.

**RECOMMENDATION:** It is my understanding that this policy already exists. I do not recommend including it in the collective bargaining agreement. The Employer has a right to remind its employees of the existing policy and to enforce its policies as long as it does not conflict with any provision of the CBA. **No addition to contract language.**



## **Issue 7: College Credit Reimbursement**

### **Article XIII – Compensation | Section 13.10(d) – College Credit Reimbursement**

#### **Current CBA Language:**

“After satisfactory completion of said course, official transcripts and receipts must be submitted for reimbursement. The full time professional employee shall be reimbursed for the actual cost of such credit. In no event will reimbursement be made for costs that exceed the graduate level costs at Pennsylvania State University. The maximum number of credits for which reimbursement will be made shall be twelve (12) during any fiscal year.”

#### **Employer Proposed CBA Language:**

“After satisfactory completion of an approved course, official transcripts and receipts must be submitted for reimbursement. All full-time professional employees, whether vocational or academic instructors, shall be reimbursed for the actual cost of such credits. In no event shall reimbursement exceed the graduate-level credit cost at Pennsylvania State University. The maximum number of credits for which reimbursement will be made shall be twelve (12) per fiscal year for academic instructors and eighteen (18) for Vocational instructors.”

#### **No Association Proposal**

**RECOMMENDATION:** Include the new language proposed by the Employer in the CBA.

#### **Section 13.10(d):**

**“After satisfactory completion of an approved course, official transcripts and receipts must be submitted for reimbursement. All full-time professional employees, whether vocational or academic instructors, shall be reimbursed for the actual cost of such credits. In no event shall reimbursement exceed the graduate-level credit cost at Pennsylvania State University. The maximum number of credits for which reimbursement will be made shall be twelve (12) per fiscal year for academic instructors and eighteen (18) for Vocational instructors.”**

## **Issue 8: Professional Development**

### **Article VI – Continuing Professional Development | 6.03 - Professional Development Days**

#### **No Current CBA Language**

**Employer Proposed CBA Language:**

**“Section 6.03 – Professional Development Days.** Employees are not permitted to use sick leave on scheduled professional development days unless prior approval is obtained from the Building Principal. Except in cases of a true emergency, employees must provide reasonable notice of such requests, which shall be submitted no less than five (5) days prior to the scheduled professional development day to allow sufficient time for administrative review and approval. Instructors who are absent from any professional development offering from the school will be responsible to review and understand as well as perform the training which was provided.”

**Association Proposal:** Maintain current contract language

**RECOMMENDATION:** Professional Development is provided for enhancement and it is not unreasonable for the Employer to expect employees to attend for the benefit of themselves and their students. Although unfortunate, it is possible that an employee may have a legitimate reason to utilize sick leave on any given day. Therefore, I recommend the following language be added to the CBA.

**Section 6.03 – Professional Development Days. Instructors who are absent from any professional development offering from the school will be responsible to review and understand as well as perform the training which was provided.”**

**Issue 9: Term of Agreement**

Article XIX – Term of Agreement

**Current CBA Language:**

“The term of this Agreement shall begin on July 1, 2020 and shall continue in full force and effect until June 30, 2025, or until such later date as the two parties may hereinafter agree if to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures hereto. ...”

**Employer Proposed CBA Language:**

**“The term of this Agreement shall begin on July 1, 2025 and shall continue in full force and effect until June 30, 2028,** or until such later date as the two parties may hereinafter agree to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures hereto.”

**Association Proposal:** Five (5) Year Term of Agreement: July 1, 2025 – June 30, 2030

**RECOMMENDATION:** Four (4) Year Term of Agreement: July 1 2025 – June 30, 2029

### **Issue 10A: Leaves of Absences – Act 80 Days**

Article X – Personal and Professional Leave | Sections 10.06 (Professional Employees) and 10.07 (11- and 12-month Employees)

#### **Current CBA Language:**

**Section 10.06** – Professional employees covered by this Agreement will receive ten (10) sick days per year.

**Section 10.07** – Eleven (11) month employees shall be entitled to eleven (11) sick days per year. Twelve (12) month employees shall be entitled to twelve (12) sick days per year. Unused sick days shall be cumulative.

#### **Employer Proposed CBA Language:**

**Section 10.06 – Sick Leave (Professional Employees).** “Professional employees covered by this Agreement will receive ten (10) sick days per year. Sick leave shall not be used on scheduled Act 80 professional development days unless there is a true emergency that is verified by a medical professional and approved by the Building Principal. The school may require a doctor’s note verifying the need for sick leave for any period of absence, regardless of duration, and employees shall provide such documentation upon request.”

**Section 10.07 – Sick Leave (11- and 12-Month Employees).** “Eleven (11) month employees shall be entitled to eleven (11) sick days per year. Twelve (12) month employees shall be entitled to twelve (12) sick days per year. Unused sick days shall be cumulative. Sick leave shall not be used on scheduled Act 80 professional development days unless there is a true emergency that is verified by a medical professional and approved by the Building Principal. The school may require a doctor’s note verifying the need for sick leave for any period of absence, regardless of duration, and employees shall provide such documentation upon request.”

**Association Proposal:** No Change

**RECOMMENDATION:** Act 80 Professional Development Days are made available for the benefit of the instructors, students and school community. Sick days are available in the event an employee is sick and not well enough to come to work. In the instance where a

pattern is established of calling out sick on Act 80 Professional Development Days, it is not unreasonable for the Employer to be suspicious of the coincidence. Therefore, the recommendation is to change the current CBA language as follows:

**“Section 10.06 – Professional employees covered by this Agreement will receive ten (10) sick days per year. In the event that an employee establishes a use of sick leave pattern on Act 80 Professional Development Days, the Administration may require an employee to provide a doctor’s note verifying the need for sick leave.**

**Section 10.07 – Eleven (11) month employees shall be entitled to eleven (11) sick days per year. Twelve (12) month employees shall be entitled to twelve (12) sick days per year. Unused sick days shall be cumulative. In the event that an employee establishes a use of sick leave pattern on Act 80 Professional Development Days, the Administration may require an employee to provide a doctor’s note verifying the need for sick leave.”**

#### **Issue 10B: Article X – Personal and Professional Leave | Sections 10.01**

##### **Current CBA Language:**

Section 10.01 Teachers shall be entitled to three (3) days personal/emergency leave per year.

##### **Employer Proposal: Current contract language**

##### **Association Proposal:**

Section 10.01 Teachers shall be entitled to **five (5)** days personal/emergency leave per year.

**RECOMMENDATION:** The sending districts CBAs range between three (3) days, including Central where employees receive two (2) personal days plus one (1) emergency day, to four (4) days. At least two offer a fourth (4<sup>th</sup>) day to employees reaching ten (10) or eleven (11) years of service. Accordingly, the following contract language is recommended:

**Section 10.1 Teachers shall be entitled to three (3) days personal/emergency leave per year. Four (4) personal leave days shall be provided annually to those who have at least ten (10) years of service.**

#### **Issue 11A: Retirement Benefits –Article XIV – Retirement Benefits**

##### **Current CBA Language:**

Section 14.01 A professional employee who plans to retire with at least ten (10) years at Columbia-Montour AVTS and so notifies the administration on or before May 15<sup>th</sup> of his/her final year of employment by submitting an irrevocable letter of intent to retire shall receive \$60 for each year of service at Columbia-Montour AVTS.

**Employer Proposed CBA Language:**

Section 14.01 A professional employee who plans to retire with at least ten (10) years at Columbia-Montour AVTS and so notifies the administration on or before **January 2** of his/her final **school** year of employment by submitting an irrevocable letter of intent to retire shall receive \$60 for each year of service at Columbia-Montour AVTS.

**Association Proposal:**

14.01 – Increase to \$200 for each year of service. Retain May 15<sup>th</sup>

**RECOMMENDATION:** In order to give the Employer sufficient time to post potential vacancies due to retirement and draw from a pool of available professionals prior to them securing positions, the recommendation is to change “January 2” to “March 15”. This should also give professionals time to determine if they are ready to commit to retirement. In addition, as an incentive, change “\$60” to “\$120”

**“Section 14.01 A professional employee who plans to retire with at least ten (10) years at Columbia-Montour AVTS and so notifies the administration on or before March 15<sup>th</sup> of his/her final school year of employment by submitting an irrevocable letter of intent to retire shall receive \$120 for each year of service at Columbia-Montour AVTS.”**

**Issue: 11B: Retirement Benefits Incentive** Article XIV – Retirement Benefits

**Current CBA Language:**

Section 14.02 In addition to the retirement benefits in Section 14.01 above, a professional employee who plans to retire, with at least ten (10) years of service at the Columbia-Montour AVTS so notifies the administration on or before May 15<sup>th</sup> of his/her final year of employment by submitting an irrevocable letter of intent to retire, shall receive \$80 for each day of unused sick leave obtained while an employee at the Columbia-Montour AVTS.

**Employer Proposal:** No change in current language

**Association Proposal:**

14.02 – Increase to \$100 for each unused sick day and further increase by \$25 in subsequent years of the Agreement.

Year One	Year Two	Year Three	Year Four	Year Five
\$100	\$125	\$150	\$175	\$200

**RECOMMENDATION:** For the same reasons noted in 14.01, change “May 15” to “March 15”. Change “\$80” to:

Year 1 - \$100

Year 2 - \$110

Year 3 - \$120

Year 4 - \$120

**“Section 14.02 In addition to the retirement benefits in Section 14.01 above, a professional employee who plans to retire, with at least ten (10) years of service at the Columbia-Montour AVTS so notifies the administration on or before March 15<sup>th</sup> of his/her final year of employment by submitting an irrevocable letter of intent to retire, shall receive payment in accordance with the following schedule for each day of unused sick leave obtained while an employee at the Columbia-Montour AVTS:**

Year One	Year Two	Year Three	Year Four	
\$100	\$110	\$120	\$120”	

**Issue 12: Dignity and Respect**

**No Current CBA Language:**

**Employer Proposal:** No additional language

**Association Proposal:**

Dignity and Respect: Employees shall be treated in a respectful manner which does not humiliate, embarrass, or demean their dignity.

**RECOMMENDATION:** All parties should conduct themselves and treat each other in a dignified and respectful manner. Although I am not proposing any change in contractual language, I must point to Article XVI, where the parties have agreed to terms such as “respect” and “humaneness” referring to “young people”. This should be afforded to all.

### **Issue 13: Meet and Discuss**

#### **Current CBA Language: Article IV – Meet and Discuss Provisions**

Section 4.01 There shall be meet and discuss sessions upon request of either the Employer or the Association. The parties requesting the meeting shall provide such notice as practicable provided, however, the parties shall not be required to provide more than thirty (30) days notice of the proposed meeting date. The employer and the Association shall be represented at meet and discuss sessions.

**Employer Proposal:** Current Contract Language

**Association Proposal:**

Section 4.01 There shall be meet and discuss sessions upon request of either the Employer or the Association. The parties requesting the meeting shall provide such notice as practicable provided, however, the parties shall not be required to provide more than **five (5)** days notice of the proposed meeting date. The employer and the Association shall be represented at meet and discuss sessions.

**RECOMMENDATION:** Thirty days is a considerable amount of time to wait to discuss an issue which may arise during the life of this CBA. Likewise, it might be unrealistic to assume that five (5) days provides enough time. Accordingly, I recommend:

Change “thirty (30) days’ notice” to “ten (10) school days’ notice”

**“Section 4.01 There shall be meet and discuss sessions upon request of either the Employer or the Association. The parties requesting the meeting shall provide such notice as practicable provided, however, the parties shall not be required to provide more than thirty (30) days notice of the proposed meeting date. The employer and the Association shall be represented at meet and discuss sessions.”**

These Findings and Recommendations are submitted by this Fact-Finder as set forth herein on this 29<sup>h</sup> day of December, 2025.

*Barbara Lichtman*

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Barbara Lichtman  
Fact- Finder  
Dresher, Pennsylvania