

SOUTH EASTERN TAX REFORM COALITION

P.O. Box 191
Fawn Grove, PA 17321

April 7, 2011

To: To the South Eastern School Board Directors:

Re: South Eastern Education Association Agreement

The South Eastern Tax Reform Coalition (SETRC) recognizes the importance of attracting and retaining competent personnel in leadership positions. We also believe that salary and benefits for all school personnel must reflect the economic time and the ability of property owners to fund school budgets.

Although the teachers' contract does not expire until June 2012, the SETRC would like to recommend the following changes to the current contract. The Sections and paragraphs noted below correspond to the Sections and paragraphs in the current contract:

ARTICLE I – No change.

ARTICLE II – Term of Agreement

Future contracts should be reviewed yearly to reconsider any and all items that have a financial impact on the budget. **No long term contracts.**

ARTICLES III, IV, V, VI, VII, and VIII – No changes.

ARTICLE IX – Work Day

Section A – The workday of professional employees should be **8** consecutive hours including thirty (30) minutes of duty-free **unpaid** lunch time. There should be **no** half days. No changes to the rest of this paragraph.

Section B – No change.

Section C – Eliminate this section. (The workday should be 8 hours.)

Section D – Eliminate this section. If a teacher wishes to arrive late or leave early, his/her pay should be docked for the time not worked or the employee can take personal leave.

Section E – Change the 2nd paragraph to read: “On such days, teachers will work their full 8-hour workday.”

Section F – Eliminate the last sentence: “Such time is subject to exception in the case of delayed openings, early dismissals or other reasons which may alter the

course of a normal day.” (See Section D above - The workday should be 8 hours.)

ARTICLE X – Work Year

Sixth paragraph, last sentence: Change the “...time requirement (7 hours)...” to “...time requirement (7 1/2 hours)...”

ARTICLES XI and XII – No changes.

ARTICLE XIII – Tuition Reimbursement

Section 1a. – No change.

Section 1b. – Change this to be in alignment with State law: Act 48 of 1999 requires educators to complete continuing education requirements every five years in order to maintain their certificates as active by earning six collegiate credits **or** six PDE-approved in-service credits **or** 180 continuing education hours **or** any combination of the above every five calendar years.

Sections 2, 3, 4, 5, 6, 7 and 8 – No changes.

ARTICLE XIV – No changes.

ARTICLE XV – Dues Deductions

Replace this entire Article with the following: Members of the Association shall remit dues directly to the Association. (The School District should not be handling the administrative duties of the union.)

ARTICLES XVI, XVII, XVIII, XIX, XX, XXI and XXII – No changes.

ARTICLE XXIII – Substitute Staff

1st paragraph – No change.

Section 1 – No change

Section 2 (a) – Correct Article number to Article XII.

Section 2 (b) – Eliminate (see Article XV above)

Section 2 (c) and (d) – Eliminate. Substitute teachers are part-time and should not be entitled to any benefits.

Section 3 – No change.

ARTICLE XXIV - Insurance

Section A1. – No change. Attach copies of the Medical and Dental Plans.

Section A2.

- Eliminate. Employees should not be able to waive co-payments.

Section A3. - No change.

Section A4. – Increase all premiums to 12% for the first year of the contract. Increase another 1% respectively for each successive year of the contract.

Sections A 5 & 6 – No changes.

Sections B and C – No changes.

ARTICLE XXV – Sick Leave

1st and 2nd paragraphs – No changes.

3rd paragraph – Eliminate. Sick leave should be used only for an employee’s illness, not for sickness of immediate family members. Personal leave should be used for this purpose.

ARTICLE XXVI – No change.

ARTICLE XXVII – Personal Leave

1st paragraph – No change.

2nd paragraph - Unused personal days should not be converted to sick leave. “A use it or lose it” policy should be instituted for Personal leave days. Carry-over days from one fiscal year should be used by December 31 of the next fiscal year.

ARTICLE XXVIII – No change.

ARTICLE XXIX – Bereavement Leave

- Bereavement leave should be granted for three (3) days without loss of pay per occurrence for death in immediate family.
- Eliminate the one (1) day per year granted for death of a friend or other relative. Personal leave should be used for this purpose.

ARTICLE XXX – Child Rearing Leave

1st and 2nd paragraphs – No changes.

3rd paragraph – An employee granted a child-rearing leave shall be entitled to maintain all insurance plans during such leave at the employer’s expense, **up to 6 weeks after the birth. Beyond 6 weeks, employee shall be responsible for payment of all insurance premiums.**

ARTICLE XXXI – No change.

ARTICLE XXXII – Severance Pay

Eliminate this section. Severance pay upon retirement should be eliminated. The employee's pension is sufficient. The beneficiaries of any professional employee whose death occurs during School District service will receive the life insurance.

ARTICLE XXXIII – Eliminate this section. (There is little evidence that teachers with master's degrees improve student achievement more than any other teacher. A master's degree is strictly for the teacher's self improvement.)

ARTICLE XXXIV and XXXV – No change.

ARTICLE XXXVI - Compensation

- Salary should be based on performance! Teachers should have written goals, which are specific and measurable. Evaluations should be conducted by the teacher's supervisor.
- Salary increases should not be given based on net credited service or the amount of education one has.
- The Salary Schedule should be a guideline and pay increases based on education should be eliminated. (Again, there is little evidence that teachers with master's degrees improve student achievement more than any other teacher.) Increases should not be given unless performance warrants it. Since this contract includes a "cost of living adjustment" clause, the salary schedule is a "merit" raise. And should be treated as such.
 - Salary increases on the Schedule should be in line with the Consumer Price Index, which is why long-term contracts are not feasible without the option to re-negotiate salaries during the term of the contract.

ARTICLE XXXVII – Extracurricular Pay

Since teachers are salaried, they should be exempt from overtime. With the exception of the Assistant Athletic Director and coaches, **all** extracurricular pay should be eliminated. The responsibilities of these "positions" are part of the employees' normal duties. Those that aren't, such as Ticket Takers, Scorers, Scoreboard Operator, etc., can be performed by students and parents of those students who participate in the extracurricular activities.

ARTICLE XXXVIII – Half Time Professionals

1st paragraph – No change.

Section (a) - correct Article number to be XII.

Section (b) – Eliminate (See Article XV above.)

Section (c) – Eliminate. Employee should pay up front.

Section (d) – Eliminate. Half-time professionals are part-time and should not be entitled to any benefits.

Section (e) – No change.

ARTICLE XXXIX - No change.

ARTICLE XL – Cost of Living Adjustment

- This article only addresses increases in the CPI by 6% or more. It should also include **reductions** in salaries should the CPI decrease by 6% or more.

ARTICLE XLI – No change.

We will follow up with you later this year to remind you to provide us with a copy of the proposed South Eastern Education Association Agreement, prior to the commencement of negotiations. We hope you seriously consider the changes we have recommended.

Sincerely,

Larry Shipley
President – SETRC

Copy to: Dr. R. Wildasin