

**IN THE MATTER OF  
THE FACT FINDING**

**Between**

**SHALER AREA  
SCHOOL DISTRICT**

**and**

**SHALER AREA  
EDUCATION ASSOCIATION  
PSEA/NEA**

**Case No. ACT 88-11-22-W**

**CHRISTOPHER E. MILES, ESQUIRE  
Fact Finder**

**Michael A. Palombo, Esquire  
Bruce D. Campbell, Esquire  
Representing the School District**

**Robert Myers, UniServ Representative  
Chris Rupnow, PSEA Researcher  
Representing the Association**

## **BACKGROUND**

Pursuant to Act 88 of 1992, the undersigned was appointed by the Pennsylvania Labor Relations Board as the Fact Finder in the impasse between the Shaler Area School District (hereinafter referred to as the "School District") and the Shaler Area Education Association (hereinafter referred to as the "Association"). The Fact Finder was informed that issues concerning the following provisions remained in dispute:

1. Article 2 - Term of Agreement
2. Article 6 - Rating - Criticism of Employees
3. Article 9 - Salary and Wages
4. Article 11 - Medical, Dental and Vision Provisions
5. Article 14 - Leave Days
6. Article 17 - Work Year, Work Day, Preparations and IEP's
7. MOU - In-Service Training and Staff Development
8. New Article - Retirement incentive

A fact finding hearing was conducted on October 25, 2011 at the Administration Office of the Shaler Area School District located in Glenshaw, Pennsylvania. The School District was represented by Michael A. Palombo, Esquire, of Campbell, Durrant, Beatty, Palombo & Miller, P.C.. The Association was represented by Robert Myers, UniServ Representative, and Chris Rupnow, PSEA Researcher. The parties were afforded full opportunity to present testimony and evidence, to cross-examine the witnesses, and to make arguments in support of their respective positions and presentations. At the conclusion of the hearing, the record in this case was closed.

## **FINDINGS AND RECOMMENDATIONS**

After consideration and a thorough review of the financial information and documentation supplied by the parties, as well as their presentations and positions, the Fact Finder makes the following recommendations:

### **ARTICLE 2 TERM OF AGREEMENT**

The School District has proposed a three year term for the Agreement (2011 - 2014) and the Association proposes a five year term (2011 - 2016). In view of the current economic climate and upon consideration of the parties' proposals, the Fact Finder recommends the Agreement be for a term of three years.



**ARTICLE 6  
RATING - CRITICISM OF EMPLOYEES**

The Association proposes that ratings shall either be "Satisfactory" or "Unsatisfactory". The School District proposes to remove teacher ratings from the Agreement and add language stating that teacher ratings will be governed solely the District and/or PDE guidelines. The Fact Finder recommends that no change be made to the current language.

**ARTICLE 9  
SALARY AND WAGES**

A. Basic Salary Schedule

The School District proposes to increase the employee work year by two days in all categories, as follows:

Teachers - from 190 to 192  
New Teachers - from 192 to 194  
Social Workers - from 200 to 202  
Elementary Counselors -- from 200 to 202  
Middle School Counselors -- from 205 to 207  
Senior High Counselors -- from 210 to 212.

The Association does not agree with the School District's proposal.

The Fact Finder recommends the inclusion of the School District's proposal.

B. Interpretation of Basic Salary Schedules

1. ... Said schedules are attached hereto as Appendix "A" and are part of the written Agreement.

The School District proposes a full (on-scale and step) pay freeze in year one, step movement only in year two, and \$275 on-scale increase plus step movement in year three.

The Association agrees to the pay freeze in year one. It proposes a movement of two steps and a 1.5% increase to the salary schedules after the step movement in year two, and one step movement and a 1.5% increase to the salary schedules after the step movement in year three.

After considerable review of the financial data provided by the parties, as well as the arguments made for their respective positions, the Fact Finder recommends the following:

No step movement and no wage increase in year one of the Agreement, one step movement and 1% wage increase in years two and three of the Agreement.

4. Movement on the Salary Schedule

The Association proposes to change the language to provide step movement contingent upon completing at least 95 paid days in the preceding work year. The School District rejects the Association's proposal.

The Fact Finder recommends that the language not be changed in the Agreement.

5. Counselors/Social Workers

The Association proposes that the work year for School nurses be increased to 193 work days consistent with extended work year for certain other employees. The School District rejects the Association's proposal.

The Fact Finder recommends the Association's proposal be included in the Agreement.

C. Extracurricular Compensation

The School District proposes a freeze of the supplemental stipends in year one, a one (1) percent increase in year two, and a 1.5 percent increase in year three. The Association agrees to this provision provided the term of the Agreement is five years.

The Fact Finder recommends the inclusion of the School District's proposal.

D. Elementary Noon Duty

The School District proposes to eliminate the \$16 per hour payment for elementary noon duty. The Association maintains that employees should be compensated for this duty.

The Fact Finder recommends that the provision remain the same for the new Agreement.

**ARTICLE 11  
MEDICAL, DENTAL AND VISION PROVISIONS**

A. Hospitalization and Medical Allowance

1. Group Hospitalization and Surgical Insurance

The School District proposes to increase each employee's medical insurance contribution, beginning July 1, 2012, to 15% of the premium or to one-half the average premium contribution reported by the most recent Kaiser Family Foundation Annual Survey, whichever one is lower, and beginning July 1, 2013, to also increase each employee's medical insurance contribution to 25% of each annual premium increase. The Association rejects this proposal.

The Fact Finder recommends an increase for each employee's medical insurance contribution, as follows:

HMO - Monthly Contribution

Year	Individual	Family/ Husband & Wife / Parent & Child
2011-2012	\$40	\$80
2012-2013	\$40	\$80
2013-2014	\$40	\$80

PPO - Monthly Contribution

Year	Individual	Family/ Husband & Wife / Parent & Child
2011-2012	\$40 + difference or \$100 whichever is less	\$80 + difference or \$200 whichever is less
2012-2013	\$40 + difference or \$100 whichever is less	\$80 + difference or \$200 whichever is less
2013-2014	\$40 + difference or \$100 whichever is less	\$80 + difference or \$200 whichever is less

The Association proposes that an employee's domestic partner shall be eligible for medical, dental and vision insurance coverage. The School District rejects the Association's proposal.

The Fact Finder does not recommend the inclusion of the Association's proposal.

**D. Dental Insurance**

The School District proposes that the employees be required to pay \$10 per month for dental insurance. The Association does not agree with this proposal.

The Fact Finder does not recommend inclusion of the School District's proposal in the new Agreement.

**E. Vision Insurance**

The School District proposes that the employees be required to pay \$5 per month for vision insurance. The Association does not agree with this proposal.

The Fact Finder does not recommend inclusion of the School District's proposal in the new Agreement.

**ARTICLE 14  
LEAVE DAYS**

A. Emergency Leave

The School District proposes to eliminate Emergency Leave, or to limit Emergency Leave to one day if personal leave is exhausted. The Association rejects the School District's proposal.

The Fact Finder recommends no change in this provision for the new Agreement.

B. Personal Leave

The Association proposes that personal leave may accumulate to a maximum of five (5) days. The School District points out that the employees receive three personal days to be granted with no reason given, by providing two days prior notice. At the end of each year, the School District may buy back any unused personal leave days at the rate of \$50 per day or the unused personal days are converted to the employee's sick leave.

The Fact Finder recommends there be no change in this provision.

F. Parental Leave

The School District proposes to reduce parental leave from two years to one year in length. The Association rejects the School District's proposal.

The Fact Finder recommends no change in this provision.

I. Bereavement

The School District proposes to restrict use of bereavement leave to immediately following the death of family member. The Association does not agree with the School District's proposal.

The Fact Finder recommends no change in this provision.

**ARTICLE 17  
WORK YEAR, WORK DAY, PREPARATIONS AND I.E.P.'S**

A. School Work Year

The School District proposes a change to Article 17.A.1, to increase the student year by two days from 180 to 182. The Association does not agree with the proposed increase in student days.

The Fact Finder does not recommend the inclusion of the School District's proposal in the new Agreement.

B. Work Day

1. The School District proposes to increase the employee work day from 7 hours and 40 minutes to 8 hours. The Association rejects the School District's proposal.

The Fact Finder does not recommend the inclusion of this proposal.

The Association proposes that employees who travel from one building to another building shall be provided with at least 30 minutes of packing and travel time exclusive of preparation time. The School District rejects the Association's proposal.

The Fact Finder does not recommend the inclusion of the Association's proposal.

2. The Association proposes that each employee's lunch period shall be scheduled within the timeframe of student lunches. The School District does not agree with this proposal.

The Fact Finder recommends that this provision be included in the new Agreement.

4. The School District proposes to compensate employees who exceed 30 minutes per week in meetings with curriculum rate pay instead of compensatory time. The Association rejects this proposal.

The Fact Finder recommends the provision be modified, as follows:

... Professionals who must attend more meetings (i.e. counselors, nurses, specialists) and who accumulate more than 30 minutes per week shall be given the option of receiving curriculum rate pay or compensatory time.

7. (a) and (b) The School District proposes the elimination of the current class load limits and preparation period allotments in order to require all teachers to teach six (6) classes per day and be limited to one (1) preparation period per day. The Association rejects the elimination of class load limits and the preparation time allotments.

With regard to subsections (a) and (b), the Fact Finder recommends that the School District have the discretion to require all teachers to teach six classes per day and if a teacher is required to teach six classes per day, said teacher will have two class preparation periods per day.

7. (d) The Association proposes that traveling teachers and science lab teachers shall not be assigned a duty or structured period. The School District rejects the Association's proposal.

The Fact Finder recommends that the Association's proposal be included in the new Agreement.

C. Preparation Time

2. Elementary Grades (K-6) The Association proposes that an employee who instructs students from another homeroom for an entire period shall be compensated at the hourly rate. The School District rejects the Association's proposal.

The Fact Finder does not recommend the inclusion of this proposal.

The School District proposes the elimination of current duty limits in order to permit duty assignment to any teacher regardless of class load. The Association rejects this proposal. The Fact Finder does not recommend the inclusion of this proposal.

2. and 3.

The School District proposes to require all elementary and secondary teachers to forfeit 20 preparation periods every nine (9) weeks without compensation. The Association argues employees should be compensated for all lost preparation time.

The Fact Finder does not recommend the inclusion of this proposal in the new Agreement.

**MOU**  
**III. PROCEDURE**

The School District proposes to assign any employee to a professional development period at any time during the work day, including during an employee's preparation period, without compensation. The Association rejects the proposal and maintains that the employees should be compensated for the loss of preparation.

The Fact Finder does not recommend the inclusion of the School District's proposal.

The Association proposes a change to provide that in-service training and staff development shall only be scheduled during the regular work day within the regular work week.

The School District rejects the proposal. The Fact Finder recommends that no change be made to the current language.

**NEW ARTICLE  
RETIREMENT INCENTIVE**

The Association proposes a retirement incentive consisting of a non-elective employer contribution into a 403(b) account in the amount of \$8,100 in the year of retirement and \$8,100 each year for the five years after the year of retirement. The School District rejects the proposal. The Fact Finder does not recommend the inclusion of this proposal.

**TENTATIVE AGREEMENTS**

At the fact finding hearing, the parties revealed that they had reached tentative agreement concerning several issues discussed during negotiations. It is recommended that these tentative agreements be incorporated into this report as if set forth herein and made a part of the parties' Agreement.

**CONCLUSION**

In conclusion, the Fact Finder submits the Findings and Recommendations as set forth herein.

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Christopher E. Miles, Esquire  
Fact Finder

October 31, 2011

Appendix "A"  
Salary Schedules

STEP	2011-2012				no step movement			no increase		
	B	B+10	B+20	M	M+10	M+20	M+30	M+40	M+50	D
1	39,359	39,888	40,417	42,327	42,620	42,967	43,164	43,359	43,656	44,455
2	40,259	40,788	41,317	43,227	43,520	43,867	44,064	44,259	44,556	45,355
3	41,159	41,688	42,217	44,127	44,420	44,767	44,964	45,157	45,456	46,255
4	42,059	42,588	43,117	45,027	45,320	45,667	45,864	46,059	46,356	47,155
5	42,959	43,488	44,017	45,927	46,220	46,567	46,764	46,959	47,256	48,055
6	44,234	44,763	45,292	47,202	47,495	47,842	48,039	48,234	48,531	49,330
7	45,509	46,038	46,567	48,477	48,770	49,117	49,314	49,509	49,806	50,605
8	46,784	47,313	47,842	49,752	50,045	50,392	50,589	50,784	51,081	51,880
9	48,079	48,608	49,137	51,047	51,340	51,687	51,884	52,079	52,376	53,175
10	49,354	49,883	50,412	52,322	52,615	52,962	53,159	53,354	53,651	54,450
11	53,054	53,583	54,112	56,022	56,315	56,662	56,859	57,054	57,351	58,150
12	57,079	57,608	58,137	60,047	60,340	60,687	60,884	61,079	61,376	62,175
13	61,104	61,633	62,162	64,072	64,365	64,712	64,909	65,104	65,401	66,200
14	65,129	65,658	66,187	68,097	68,390	68,737	68,934	69,129	69,426	70,225
15	68,824	69,353	69,882	71,792	72,085	72,432	72,629	72,824	73,121	73,920
16	72,519	73,048	73,577	75,487	75,780	76,127	76,324	76,519	76,816	77,615
17	76,214	76,743	77,272	79,182	79,475	79,822	80,019	80,214	80,511	81,310
18	79,914	80,443	80,972	82,882	83,175	83,522	83,719	83,914	84,211	85,005
19	83,614	84,143	84,672	86,582	86,875	87,222	87,419	87,614	87,911	88,705

STEP	2012-2013				1 step movement			1% increase		
	B	B+10	B+20	M	M+10	M+20	M+30	M+40	M+50	D
1	39,753	40,287	40,821	42,750	43,046	43,397	43,596	43,793	44,093	44,900
2	40,662	41,196	41,730	43,659	43,955	44,306	44,505	44,702	45,002	45,809
3	41,571	42,105	42,639	44,568	44,864	45,215	45,414	45,609	45,911	46,718
4	42,480	43,014	43,548	45,477	45,773	46,124	46,323	46,520	46,820	47,627
5	43,389	43,923	44,457	46,386	46,682	47,033	47,232	47,429	47,729	48,536
6	44,676	45,211	45,745	47,674	47,970	48,320	48,519	48,716	49,016	49,823
7	45,964	46,498	47,033	48,962	49,258	49,608	49,807	50,004	50,304	51,111
8	47,252	47,786	48,320	50,250	50,545	50,896	51,095	51,292	51,592	52,399
9	48,560	49,094	49,628	51,557	51,853	52,204	52,403	52,600	52,900	53,707
10	49,848	50,382	50,916	52,845	53,141	53,492	53,691	53,888	54,188	54,995
11	53,585	54,119	54,653	56,582	56,878	57,229	57,428	57,625	57,925	58,732
12	57,650	58,184	58,718	60,647	60,943	61,294	61,493	61,690	61,990	62,797
13	61,715	62,249	62,784	64,713	65,009	65,359	65,558	65,755	66,055	66,862
14	65,780	66,315	66,849	68,778	69,074	69,424	69,623	69,820	70,120	70,927
15	69,512	70,047	70,581	72,510	72,806	73,156	73,355	73,552	73,852	74,659
16	73,244	73,778	74,313	76,242	76,538	76,888	77,087	77,284	77,584	78,391
17	76,976	77,510	78,045	79,974	80,270	80,620	80,819	81,016	81,316	82,123
18	80,713	81,247	81,782	83,711	84,007	84,357	84,556	84,753	85,053	85,855

<b>19</b>	84,450	84,984	85,519	87,448	87,744	88,094	88,293	88,490	88,790	89,592
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STEP	2013-2014			1 step movement			1% increase			D
	B	B+10	B+20	M	M+10	M+20	M+30	M+40	M+50	
<b>1</b>	40,150	40,690	41,229	43,178	43,477	43,831	44,032	44,231	44,533	45,349
<b>2</b>	41,068	41,608	42,147	44,096	44,395	44,749	44,950	45,149	45,452	46,267
<b>3</b>	41,986	42,526	43,066	45,014	45,313	45,667	45,868	46,065	46,370	47,185
<b>4</b>	42,904	43,444	43,984	45,932	46,231	46,585	46,786	46,985	47,288	48,103
<b>5</b>	43,822	44,362	44,902	46,850	47,149	47,503	47,704	47,903	48,206	49,021
<b>6</b>	45,123	45,663	46,202	48,151	48,450	48,804	49,005	49,204	49,506	50,322
<b>7</b>	46,424	46,963	47,503	49,451	49,750	50,104	50,305	50,504	50,807	51,622
<b>8</b>	47,724	48,264	48,804	50,752	51,051	51,405	51,606	51,805	52,108	52,923
<b>9</b>	49,045	49,585	50,125	52,073	52,372	52,726	52,927	53,126	53,429	54,244
<b>10</b>	50,346	50,886	51,425	53,374	53,673	54,027	54,227	54,426	54,729	55,544
<b>11</b>	54,120	54,660	55,200	57,148	57,447	57,801	58,002	58,201	58,504	59,319
<b>12</b>	58,226	58,766	59,306	61,254	61,553	61,907	62,108	62,307	62,610	63,425
<b>13</b>	62,332	62,872	63,411	65,360	65,659	66,013	66,214	66,413	66,716	67,531
<b>14</b>	66,438	66,978	67,517	69,466	69,765	70,119	70,320	70,518	70,821	71,637
<b>15</b>	70,207	70,747	71,287	73,235	73,534	73,888	74,089	74,288	74,591	75,406
<b>16</b>	73,977	74,516	75,056	77,004	77,303	77,657	77,858	78,057	78,360	79,175
<b>17</b>	77,746	78,286	78,825	80,774	81,072	81,426	81,627	81,826	82,129	82,944
<b>18</b>	81,520	82,060	82,600	84,548	84,847	85,201	85,402	85,601	85,904	86,714
<b>19</b>	85,295	85,834	86,374	88,322	88,621	88,975	89,176	89,375	89,678	90,488