

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

PLRB Case No. ACT 88-11-10-E

In the Matter of Fact-Finding
Between
WYOMING AREA SCHOOL DISTRICT
and
WYOMING AREA EDUCATION ASSOCIATION

REPORT OF THE FACT-FINDER

Pursuant to Act 88 of 1992, Commonwealth of Pennsylvania, and Sections 96.61 through 96.64, Public Sector, Rules and Regulations, PLRB, Chapter 95, the undersigned was appointed as Fact-finder by the PLRB on the 8th day of April, 2011.

BACKGROUND

The Wyoming Area Education Association (the Association or WAEA) is the bargaining agent for one hundred and sixty-seven (167.5) professionals in the Wyoming Area School District. The bargaining unit is comprised of permanent classroom teachers and long-term substitutes.

Wyoming Area School District (the School District or WASD) is located in Luzerne County midway between Wilkes-Barre and Scranton, Pennsylvania. The District is composed of six municipalities; West Pittston, Exeter, Wyoming, West Wyoming, Harding, and Falls, covering approximately 26 square miles and a population of 19,992. The total student population is 2562. There are four neighborhood elementary schools (grades K-6) and a secondary center (grades 7-12) Along with other Luzerne County school districts, it is a member of the Intermediate Unit 18. (IU)¹

The School District is staffed by experienced and highly educated teachers. There is a 16.3 student to teacher ratio consistent with other districts in the County. The students in the School District have consistently out performed the state average in math and reading at each assessed grade level and are also above the state average for graduation rate.²

The parties are signatories to a collective bargaining agreement with an expiration date of August 31, 2010. They commenced negotiations for a new collective bargaining agreement in the summer of 2010 and have been meeting on a monthly basis. During March and April, the parties were assisted in their bargaining by State Mediator Jack Yanchulis. To the parties' credit, many of the contractual items were resolved during this time period.

When an impasse was reached, the School District requested that the Pennsylvania Labor Relations Board appoint a Fact-finder. The Pennsylvania Labor Relations Board thereupon appointed the undersigned Fact-finder pursuant to the Public Employee Relations Act and Act 88. The parties submitted to the Fact-finder their respective list of issues on or about April 22, 2011.

A hearing was held on May 4, 2011 at the Pennsylvania State Education Association Offices in Wilkes-Barre, Pennsylvania. At the hearing, the parties formally presented their positions and relevant information on the issues. Mr. John G. Dean, Esq. and Mr. David Lantz Esq. represented the School District. Also present on behalf of the School District were Mr. Raymond J. Bernardi, Superintendent of the School District and Mr. Thomas J. Melone, Business Manager for the School District.

Mr. John Holland, PSEA Uniserv Representative and Ms. Chris Rupnow, PSEA Research, represented the Association. Also present on behalf of the Association were Ms. Lisa Barrett, President of the Association and Ms. Debbie Madrick, Secretary of the Association.

On May 12, the Fact-finder held an executive session by conference call with Mr. Holland and Mr. Dean in order to further understand the issues in dispute. This report is based upon the Fact-finders review of the current collective bargaining agreement, the parties' proposals on each issue, and the supporting data and documentation submitted by each party at the hearing.

ISSUES TO BE RESOLVED AT FACT-FINDING

As stated above, prior to the hearing, the parties advised the Fact-finder that there were tentative agreements on many of the issues. Consequently, the only issues to be resolved by the Fact-finder are:

- Issue #1 Article XXIII Duration of Agreement
- Issue #2 Article XI Section 1 Professional Compensation and Salary Schedules
- Issue #3 Article XI Section 5 Early Retirement Incentive
- Issue #4 Article XV Illness or Disability

¹ Wyoming Area School District website- www.wyomingarea.org/

² School District Exhibit Book 1-C and 1-F

- Issue # 5 Article XIX Insurance Protection
- Issue #6 Article XXIV Longevity/Credit Adjustments
- Issue #7 Article XXVIII Long-term Substitutes
- Issue #8 New Provision Trainer-Accredited Position
- Issue #9 Article XXVI Retroactivity

ISSUES RESOLVED AT THE FACT-FINDING HEARING

Issue #10 Article XVI Temporary Leave of Absence-the Association accepted the School District's proposal.

FINDINGS OF FACT

A. GENERAL FINDINGS

The major issues in this dispute, unsurprisingly, are wages and health care benefits. The Association's goals are providing for a salary increase to its members while reducing the incremental costs built into the schedule and maintaining the current level of employee contribution to the health care plans, and introducing a new PPO plan to be offered to employees. In addition to salaries and health benefits, the Association was also concerned with the term of the Agreement, sick leave, the status of long-term substitutes, longevity and credit reimbursement, and retroactivity.

The School District seeks to maintain a conservative approach to the increases in payroll and the employee costs that are attendant to salary increases by limiting increases to step movement in the first year, freezing salaries in the second year, and increasing the payroll by 1% in the third and fourth years of the agreement. The District seeks to contain the rising costs of providing health benefits to its employees by establishing an employee's contribution to the premium and increasing the deductibles and co-payments for prescription drugs. The School District also proposes offering an HMO and PPO plan to employees and requiring new employees to join one of those two plans. This conservative approach is premised on several unknowns that could have a huge impact on the School District's budget--state funding, limited local tax revenue, PSERS liability, and increases to health insurance premiums.

In addition to salary and benefits, the School District proposes changes to the early retirement incentive, trainer salary schedule, longevity and credit reimbursement, retroactivity, and the term of the Agreement.

The economic situation in the spring of 2011 is still troublesome, but not as bleak as six months or a year ago. Economists continue to say that the economy is experiencing "a jobless recovery." That means that large companies are experiencing high profits, small businesses are seeing orders increase, the stock market is climbing, but unemployment is still high. The unemployment rate in Pennsylvania is 7.8%; and in Luzerne County, it is 8.7% (March 2011).³ The national CPI has risen to 2.7%.⁴ In the Northeast region of the United States in which Wyoming School District is located, the CPI is now 3% for cities with a population of 50,000 to 1.5 million, and 2.5% for cities with above 1.5 million in population.⁵

The parties' negotiations as well as the hearing and the Fact-finder's deliberations were conducted in the midst of these uncertain economic times. No one knows what the future holds. Governor Corbett has proposed a state budget that calls for massive reductions to state funding of public schools. Wyoming Area School District could lose over a million dollars in state funds in the coming year if the budget as proposed passes. That being said, during the time period in which this fact-finding took place, there were reports that \$700 million would be put back in the budget, and some of the Republican legislators were pushing back against the Governor's proposed reduction in funding for public education. It is any ones guess what the final state budget will look like, let alone the actual funds that the School District will receive.

Health care costs continue to rise, but there does not seem to be any meaningful attempt by the state or federal government to tackle the hard structural changes that must be made to the health care system in order to control the rise in expenditures. Consequently, the cost to employers of providing health care insurance to its employees has become an ever-growing part of the employer's budget. Thus, it is reasonable for employers to shift some of burden to the employees. The trend is clear--employees, including School District employees, are paying larger deductibles, co-pays, and premium share in order take some of the financial burden off of the employer providing this coverage. While cost shifting is a reality, to be sure, it does nothing to reduce the overall cost of health care to individuals.

³ Pennsylvania Center for Workforce Information and Analysis

⁴ US Bureau of Labor Statistics, Selected BLS Economic Indicators, Updated May 2, 2011

⁵ US Bureau of Labor Statistics, Selected BLS Economic Indicators, Updated May 2, 2011

Likewise, employees see their family budgets getting stretched by the increased costs of fuel, food, health care, and clothing. Teachers are as vulnerable as anyone else to the downturn in the economy and its impact on family budgets. Everyone is being expected to do more with less.

Taxpayers do not want to see increases to School Districts' budgets that may result in an increased burden on them. Yet, these same community members-many of who are parents of the students attending the Wyoming area schools- realize the importance of maintaining quality education. To state the obvious, but sometimes overlooked, teachers in the School District are taxpayers also whether in Wyoming Area School District or the surrounding schools districts and additional taxes place a strain on their families also.

The uncertain times do not make arriving at a settlement any easier. However, that is exactly what the School District and the Association must do. At the end of the day, approving a new contract between the Association and the School District is the best for everyone –not only the professional employees, school board members and school administrators, but also the students, parents and community members.

B. Specific Findings

Issue #1 Article XXIII Duration of Agreement

The School District proposes a four-year agreement. It points to the national recession and unemployment, the impending statewide budget cuts, and the tenuous financial position of the District as compelling reasons for a shorter term. The Association proposes a five-year agreement. It argues that five years will provide stability and an opportunity for long term planning.

The parties' current agreement has a six-year term. However, it was negotiated in a different economic climate than the one that the parties find themselves in today. Absent any guidance or solid projections of future economic health nationally or statewide, health care costs, and PSERS liability, I am reluctant to recommend a five-year term. Thus, I recommend a four-year term.

Recommendation:

The Fact-finder recommends a four-year agreement; the specific term is September 1, 2010 through August 31, 2014.

Issue #2 Article XI Section 1, Professional Compensation and Salary Schedules

The School District proposed a step increase in 2010-2011, a wage freeze without step movement in 2011-2012, and a 1% increase including step movement in 2012- 2013 and 2013-2014. This would result in a 4.2% increase on average to the salaries over the life of the agreement. The District also proposed giving a \$500 stipend to the top salaries on the salary schedule in 2010-2011. Thereafter, the top salaries would be frozen for the remaining years of the contract. Starting salaries in each column would remain frozen for the life of the agreement.

The Association proposed a 1.5% plus step increase in 2010-2011 and 2011-2012; a 2% plus step increase in 2011-2012 and 2012-2013, and a 2.25% increase in 2013-2014. This would result in average increases (step plus percentage change on scale) of 3.56%, 3.69%, 4.27%, and 4.10%, respectively.⁶

The School District maintains that its proposal is based on the economic environment that all school districts are facing today, the Governor's proposed budget cuts, rising health care costs, increasing PSERS liability, and stagnate tax revenues. It recognizes that employee wages should be increase fairly. However, the increase must reflect real world conditions and constraints. Any adjustment to the salary schedule should favor the School District by making it easier for the district to continue to provide cost effective quality education.

The District's 2009-10 budget is 36.2 million. However currently the proposed budget cuts are expected to deprive the District of approximately one million dollars in state funding beginning in 2011-2012. Approximately 9% of the District's revenue comes from the state. The proposed budget for 2011-2012 shows that the School District must spend more than it can generate in revenues. The District's cost per student \$10,391 is higher than its revenue per student

⁶ The Association proposed wage increases for the fifth year of an agreement. Since I am only recommending a four-year term, it is not necessary to discuss the proposal.

which is \$9,443. The School District projects \$27,880,340 in revenues and \$29,537,399 in expenses. This will result in 1.6 million dollars in estimated expenditures over revenues. Consequently, should the District receive the one million in state funding, the District would still be over budget by \$600,000.

The School District points out that in the last three or four years, the District ran a deficit. During those years, the District was able to balance the budget through transferring funds from capital projects account. This account has been depleted. Thus, it is unable to transfer funds from that account to balance any budget shortfall.

The District's taxes are already the fourth highest in the Intermediate Unit and the third highest in the state. The District finds itself spending greater resources than it is able to generate and any further increase to wages will only compound this deficit. The burden of providing revenues for education is increasingly shifted to local school districts who face a public adverse to any increase in taxes. The Governor has proposed a law that would require voter approval for any School District increases that would raise property taxes above the rate of inflation. Should such legislation become law, it is highly unlikely that the taxpayers would approve an increase in local taxes.

The District points out that it is burdened with a salary schedule, which provides for large step increase. For 2010-2011, step movement alone represents a 2.2% increase in salary; for 2011-2012, a 2.4% increase; for 2012-2013, a 2.59% increase; and in 2013-2014, a 2.5% increase. Each percent increase represents approximately \$90,000 in salary to the District.

Furthermore, even before state's budget crisis, wage settlements in Luzerne County have been modest. The Greater Nanticoke School Area District settled recently for 0% plus step movement, 1.35% plus step movement, and 1.45% plus step movement. The Crestwood School District settled for 0% plus step movement of 1.5%, 3% including step movement, 3.25% including step movement, and 3.50% including step movement. The Dallas School District recently settled for 0% for plus step movement of 1.5% for three years of the contract, and in the fourth year, a wage re-opener.

The District points out that the teachers in Wyoming Area School District received step movement equating to 2.2% increase in salary in 2010-2011. This is substantially higher than some of the recent settlements for the first year of the contracts. The pattern of settlement for Luzerne County reflects an average wage increase of 1.45% plus step movement. Consequently, there is nothing that would suggest that the Fact-finder recommend wage increases that would vary from the trend in of wage settlements in Luzerne County.

The Association argues that its proposal is fair and equitable in relation to its peers in IU #18. The average salary increases in the IU in 2010-2011 are 3.69% (inclusive of step movement); for 2011-2012, the average increases are 3.72%(inclusive of step movement); and in 2012-2013, the average increases are 3.62% inclusive of step movement. There is only one settlement that extends to 2013-2014 and that is in Crestwood, for a 3.5% increase inclusive of step movement. The Association does not agree that the Dallas step increase is 1.5%, rather it is 2.7%, giving those teachers an average increase of 3.9% during the first three years of the Agreement.

The Association points out that the starting salary in the School District is the lowest in the IU, currently \$6,000 lower than the average salaries in the IU. The career rate is tenth lowest of the twelve school districts in the IU; currently \$3488 lower than the average career rate in the IU. The Association's proposal brings both of these salaries closer to the average. The School District's proposal widens the differences between these salaries and the average.

The Association maintains that the School District does have the ability to pay for these increases. First, attritional savings means that the offers will cost less than projected at the time of settlement. As was the case in the previous contract, changes to the bargaining unit will mean the cost of each offer will be less than projected now or at the time of settlement. Between 2009-2010 and this current year, eighteen bargaining unit members who were at the top of the salary schedule left the School District. Three of these positions have not been filled and thirteen new members were hired at the starting rate. Two new teachers transferred in with credit for their years of service and in terms of salary are assumed to be equivalent to the members they replaced. A conservative estimate is that the payroll of the 18 who left was \$1,056,672. The new salaries are estimated at \$482,045, resulting in a decrease of payroll of \$574,627.

Because 8.3% of the bargaining unit have 25 years or more of service, the School District can reasonably expect to see payroll cost declined in the future as senior members leave and are either replaced by hiring individuals at a lower step of the scale or the positions go unfilled. The School District has already indicated that ten retirements are anticipated at the end of the current year and five of the positions will not be filled resulting in approximately a \$500,000 reduction in payroll costs for the 2011-2012 school year.

Second, the District is conservative in its budgeting practices and has ended the budget year with a higher balance than it originally projected. For four of the past five years, the actual revenues have exceeded budgeted revenues. The average is \$686,103 per year. The actual expenditures have been less than the budgeted expenditures. The average over the past five years is \$213,235 per year. The School District typically ends the school year with a much higher balance than it has projected ranging from \$604,760 to \$1,168,737.

The Association points out that the District's preliminary budget for 2011-12 has anticipated more expenses than revenues. However, the budget does not include \$250,000 the School District will receive from the NEPA trust. The budget lists revenues of 6.9 million dollars as the amount of basic instructional subsidy the District will receive from the state. In fact, the Governor's proposed budget has 7.2 million dollars in basic instructional subsidy going to the School District. That said, it is anticipated that the Governor's budget will be increased even further as there appears to be more surplus in the state budget than initially projected. There is certainly nothing in the School District's financial status that would warrants a freeze in salaries as well as increases to the schedule that are less than step movement. Thus, the Association's proposal meets the School District's fiscal concerns and is more in line with the trend in settlements throughout the IU.

As stated previously, there are a lot of unknowns facing the School District and the Association in the next four years- the economic forecast, unemployment rates, state and local funding, PSERS liability, health care costs, and settlements in the surrounding school districts. The School District has been budgeting conservatively and in so doing has been able to achieve ending balances in the black rather than the red, albeit relatively small, averaging 3% of the total budget. The professionals in this School District are not facing the cutbacks and layoffs that professionals in other school districts in Pennsylvania are facing. Certainly, the District fiscal prudence should not be "rewarded" by recommending salary increases that would place them in a more precarious situation. Nor should the teachers want this, because in the end it could be their jobs that would be on the line if the School District must cut the budget.

Yet, the School District's proposed 4.2% average increase over the life of the agreement does not even equate to the cost of living increase in the region, which is 2.6%. Nor could it reasonably be considered in line with the trend in the other school district settlements. None of the other school districts have negotiated a total wage freeze and none have settled for less than the step movement costs. Moreover, the School District's 1% increase in the last two years of the agreement would reduce the value of many salaries on the schedule, freeze the starting and top salaries for the life of the agreement, and essentially add another step to the salary schedule by freezing step movement for one year. Certainly, the School District's concerns for the future do not warrant such severe measures.

At the hearing, the School District pointed out that its top salaries in particular in the last cell, \$79,792, was far higher than that in other districts. The School District supplied the arbitrator with salary schedules of only three other districts- Greater Nanticoke, Crestwood and Dallas. The salaries at the top step of the salary schedule in comparison to the salary schedules of Greater Nanticoke, Crestwood and Dallas indicate that they are competitive. Greater Nanticoke salaries are somewhat higher until Master plus 60, however the columns do not match up perfectly. Crestwood has higher salaries at the top of the scale from Master plus 12. The top salary is \$80,313 in the Masters plus 48 column. Likewise, Dallas top salaries are higher than Wyoming Area School District in each comparable column. While the Dallas top salary is \$78,000 and Wyoming is \$79,792, the teachers in Wyoming at this salary have substantially more education. They have a Masters plus 60 credits, while teachers in Dallas have a Masters plus 36 credits.

The salary schedules produced by the School District do not necessarily show a decrease to incremental costs in each year of the contract. In fact, the School District projects incremental increases of up to 2.59%. This may be caused by the very large bump step created between step 15 and 16. Bump steps typically increase the payroll and incremental costs as individuals move through those steps.

The Association's proposed increases result in a 15.6% average salary increase over a four-year agreement. The proposed increases are higher than the average increase in the IU. While there are certain salary disparities in starting and career rate salaries, in particular, by and large, the School District's salaries are competitive. Even assuming some salary disparities exist, this simply may not be the time to address them because of the School District's financial situation.

The salary schedules produced by the Association reduce the incremental costs from 2.06% in 2010-2011 to 2.1% percent in the fourth year. In order reduce the incremental costs, the Association had to have a higher increase on scale. Even so, I cannot recommend increases as high as 3.6% or 4% since they are well above the other settlements and would stretch the District's finances even with the attritional savings that may occur from retirements of senior teachers.

The Fact finders recommends the following:

2010-2011-Step movement (steps 1-15), \$500 added to the top step of the salary schedule

2011-2012 -2.75% increase to salaries inclusive of step movement (steps 1-15), \$750 added to the top step of the salary schedule

2012-2013-3.25% increase to salaries inclusive of step movement (steps 1 to 15), \$800 added to the top step of the salary schedule

2012-2014- 3.50% increase to salaries inclusive of step movement (steps 1 to 15), \$810 added to the top step of the salary schedule

My recommendation in the first year tracks with the School District's proposal except that the \$500 will go to the salary and will not be a stipend. In the remaining years of the contract, individuals will see a modest increase above the incremental increases, but they will be well ahead of cost of living increases. The increases are in line with the settlements in the other School Districts of the IU.

The incremental cost will not increase as the School District projected. The increments will be 2.06%, 2.23%, 2.40% and 2.32% as opposed to the School District's projected increments of 2.2%, 2.42%, 2.59%, and 2.50%. The average increase over the four years of the agreement will be 2.96%. This is less than the average increases in the other School Districts that have settled to date. The recommendation is also based upon the attritional savings from the retirement incentive and the increased share in health care costs that are recommended under Issue #3 and Issue #5 of the report, respectively.

Both parties acknowledge that reducing the incremental cost in the salary schedule is important. Reconfiguring salary schedules is a time consuming process. Many times it takes years and several contract terms to fix a salary schedule. It may be that during the term of this agreement the parties can establish a committee to discuss changes to the salary schedule to reduce the incremental costs well ahead of the next contract negotiations.

One final comment regarding compensation, the remarks made by the Fact-finder in arriving at her recommendation are not intended to take for granted the work of the professional employees. Nor are the remarks intended to downplay the challenges that the School District must meet in managing a robust educational system while being fiscally prudent. Both parties are trying to achieve the best deal that they can. The Fact-finder's job is to recommend what she believes is the most reasonable based upon all of the data submitted by the parties.

Recommendation:

The Fact-finder recommends increases to the salary schedule as follows.

2010-2011-Step movement (steps 1-15), \$500 added to the top step of the salary schedule

2011-2012 -2.75% increase to salaries inclusive of step movement (steps 1-15), \$750 added to the top step of the salary schedule

2012-2013-3.25% increase to salaries inclusive of step (steps 1 to 15), \$800 added to the top step of the salary schedule

2012-2014- 3.50% increase to salaries inclusive of steps (steps 1 to 15), \$810 added to the top step of the salary schedule

Appendix 1 attached to this report is the resulting salary schedules for each year.

Issue #3 Article XI Section 5, Early Retirement Incentive

The expired Agreement included an early retirement incentive that provided for a percentage of final salary and full health care coverage for the teacher and his/her dependents, if he/she retired during the term of the agreement. The salary incentive was reduced during the life of the agreement from 80% of final salary in 2006 to 40% of final salary in 2010.

The Association proposes the continuation of the Early Retirement Incentive with the salary incentive at 80% of final salary in 2011 and reduced to 40% of final salary in the last year of the agreement. Health care coverage would remain as was stated in the expired Agreement. The Association also proposes to change some of the language regarding the health care coverage from "available" to "guaranteed."

The School District proposes the elimination of the current Early Retirement Incentive and replacing it with a retirement incentive in 2010-2011 of 80% of final salary contingent upon at least ten (10) individuals retiring, five (5) of whom would be elementary teachers. This incentive would include full health care coverage for the retiree and his/her family. The incentive would be eliminated in 2011-2012 and a retiree would only be entitled to single health insurance coverage upon retirement.

The District believes that its funds will be much more productively utilized if an Early Retirement Incentive is instituted for 2010-2011 and then eliminated. By encouraging the retirement of at least ten of the highly paid employees and replacing them with younger, lower paid teachers, the District will be able to save a substantial amount of money which can be used toward balancing the budget and offset the reduced state funding.

The School District's recommendation would certainly provide much needed funds to the School District in 2010-2011 while offering long service employees a healthy pension and health care coverage. It is also reasonable for the incentive to expire so that the School District would not have to face a potential mass exodus of teacher and the subsequent costs associated with the pension and health care costs of those retirees.

Recommendation:

The Fact-finder recommends the adoption of the School District's proposal.

In 2010-2011, District will offer an early retirement incentive of eighty (80%) of final salary to retirees contingent upon at least ten (10) individuals retire, five (5) must be elementary and will not be replaced. In addition to the percentage incentive payment, such retiring employees who qualify shall have available to them and their families' health insurance coverage as in the 2004-2010 Agreement. Employees should notify the School District on or before June 30, 2011 of their intention to retire.

In 2011-2012, the retirement incentive would be eliminated and retirees would only be entitled to single health insurance coverage upon retirement.

Issue #4 Article XV Illness or Disability

Currently, teachers receive ten (10) sick days per year. They are able to contribute one of the sick days to a sick leave bank to assist other teachers who are facing long-term illnesses.

The Association proposes an increase to twelve sick days per year. The Association explained that in the past several years there have been teachers who have experienced long-term catastrophic illnesses and needed more sick days. Moreover, teachers who want to contribute to the sick leave bank for these teachers will have more available sick days to do so.

The School District proposes to retain the current sick days. It points out that ten days is the standard among the school districts in the IU and in the County.

Recommendation:

The Fact-finder recommends the adoption of the Association's proposal. Effective September 1, 2011, the number of sick days will be increased from ten (10) days to twelve (12) days.

Issue #5 Article XIX Insurance Protection

The School District and Association are members of the NEPA Trust Fund. There are twelve school districts and associations in the trust fund. Each member school district and association can negotiate for separate health care plans and employee share of the costs. The trust pools the assets of each District in order to provide the health care coverage in each district.

Currently, the School District provides a traditional Blue Cross health care plan. The School District pays the entire premium for the plan. Employees pay \$100/\$300 deductible, and co-payment for prescription drugs of 20% for retail up to a maximum of \$50, and \$20.00 for mail order.

The School District proposes to offer optional PPO and HMO health care plans to current employees commencing in 2012-2013. At that time, all new hires will only have the option of either a PPO or an HMO plan. Additionally, effective July 1, 2012, all employees will pay five percent of the premium of the applicable health care plan, a \$250/\$500 deductible, \$15/\$30/\$40 co-payments per tier for retail prescription drugs, and \$30/\$60/\$90 co-payments per tier for mail order drugs.

The Association agrees that a PPO should be offered along with the traditional plan, however it believes that the current deductible and co-pays for prescription drugs should remain the same. The Association proposes certain language changes to the health care provision in the expired Agreement to name the plans that are offered and to incorporate some of the changes made by the Affordable Health Care Act.

The School District maintains that containment of health care costs is one of its highest priorities and that it is essential that it obtain meaningful employee participation in premium cost in order to maintain some control over the expense of providing these benefits. Over the past four years the total annual cost of medical insurance to the District has risen by 24%. Additionally, the annual expenses have exceeded the income in each of the last three years depleting the District's cumulative reserve and leaving the District no reserve in the event of a lawsuit. Merely changing the deductibles and increasing the copayment for prescription drugs will reduce the costs of health insurance by 4.6% or \$155,440.53.

The District points out that its proposal is consistent with the trend found in much of the public and private sectors. As of 2005-2006, approximately 194 public school districts throughout the commonwealth including three within the intermediate unit -Northwest, Crestwood, and Tunkhannock- have agreed to premium share. Fact-finders have recommended premium share provisions in contracts.

The Association does not believe that increases to the deductibles and co payments or requiring premium share are necessary. The Association points out that the NEPA trust is refunding \$250,000 to the School District. The Association also points out that Crestwood is no longer in the NEPA trust. Ten out of twelve of the school districts in the NEPA trust do not have premium share with their employees. According to the Association, historically the teachers have agreed to lower wage increases as a trade off for not contributing to the cost of the premium.

The Fact-finder is mindful of the importance of this issue to both the Association and the School District. The Association raised a compelling argument regarding premium share in light of the fact that the increase to wages will be modest. The institution of a premium share is not the norm in the School Districts in Luzerne County or the IU. It also must be noted that the premium share provisions in collective bargaining agreements in Crestwood, Northwest, and Tunkhannock were a result bargaining and agreement of the parties. This Fact-finder has addressed premium share in several fact-finding reports. However, the disputes in those cases were over the amount of the increase to an existing premium share, not the imposition of a premiums share.

While the School District has experienced increases to their health care costs, they have been relatively low – an average of 6% a year over the past four years, when the average is a 10%-12% increase in a year. It is also receiving a fairly substantial refund from the NEPA trust. Thus, the Fact-finder cannot recommend the institution of premium share.

However, the School District's proposal to increase the deductibles and co-pays for prescription drugs is reasonable. Increased deductibles and co-payments will save the School District approximately \$150,000 in costs. It will also be an incentive for employees to become more circumspect in their utilization of medical services and prescription drugs since they will be picking up more of the costs. Because of the compensation recommendation made in this report, I recommend introducing the increased costs in steps over the last two years of the agreement, rather than requiring the full increase in the third year of the agreement. I have also crafted the prescription copayments based upon other settlements in the IU.

There is no dispute over the offering of the PPO and HMO plans or the effective dates of the plans. As far as the language changes in the health care provision, I would suggest that once the contract is settled, the parties review the language in the health care provision to insure that it accurately describes the benefits offered and reflects what is required under the law.

Recommendation:

2010-2011-Retain current health care plan

2011-2012-Retain current health care plan

2012-2013- New hires must select either a HMO or PPO plan; all employees will be offered to switch to an HMO or PPO plan; deductibles are \$175/350 for Traditional and HMO plans; prescription drug retail co-payments are \$5/\$10/\$20; and mail order drug copayments are \$10/\$20/\$40

2013-2014- Deductibles are \$250/\$500 for HMO and Traditional Plans; prescription drug retail co-payments are \$10/\$20/\$35, and prescription drug mail order copayments are \$20/\$40/\$70

The parties should review the current language in this provision and make the changes necessary to describe the types of plans offered to employees, as well as incorporate any other language that is required by law to be included in the provision.

Issue #6 Article XXIV Longevity/Credit Adjustments

Currently, employees receive \$75 for longevity and \$100 for credit reimbursement. The Association proposed increasing longevity to \$125.00 and the credit reimbursement to 100% of the Penn State University cost per credit. The Association points out that the longevity payment has not increased in years and the increase that it seeks is reasonable. Additionally, the tuition reimbursement is appropriate in light of the demands placed upon the teacher to provide high quality education to the students. Moreover, the last agreement was the first time that the teachers received any tuition reimbursement.

The School District proposed to maintain the current longevity payment, but reduce the credit reimbursement to \$75. The School District argues that maintaining the status quo on longevity and modestly reducing the credit reimbursement is appropriate given the present finances of the District and the impending statewide budget cuts.

As stated previously, the teachers at the top of the salary schedule will be receive a lump sum on top of their current salary which will be small in comparison to the overall increases to salaries. Moreover, since the payment has not increased for some time, it is certainly reasonable to do so now. The Associations request to increase the payment is fair. That being said, in recognition of the uncertain financial times, I recommend that it be increased only \$25.00.

The Association's proposed increase to the credit reimbursement of 100% of the Penn State rate equates to an increase from \$100/credit to \$371/credit. While I agree that an increase is reasonable, I do not agree that increasing the reimbursement by 300% is appropriate under these circumstances.

Likewise, the Fact-finder does not think that reducing this benefit is justified under these circumstances. Thus, the Fact-finder believes that an increase of \$25 is appropriate.

Recommendation:

The Fact-finder recommends that effective September 1, 2011, the longevity credit should be increased to \$100; and the credit reimbursement increased to \$125.

Issue #7 Article XXVIII Long-Term Substitutes

Currently, long-term substitutes are placed on the bachelor's degree column of the salary schedule when hired and receive individual health insurance for two years, with an option to pay additional premiums for family coverage.

The Association proposes placing long-term substitutes on the appropriate column when hired and giving them the same health care coverage as full time teachers. The Association argues that the court decisions in Penns Manor (long-term substitute credit for salary schedule placement) and Millcreek (community of interest between long-term substitutes and full time teachers), and the School Code mandate the change in this Agreement.

The School District disagrees with the Association's interpretation of case law and the School Code and does not believe that the law mandates the change to the long-term substitute provision proposed by the Association.

This provision has been in the parties' Agreement for some time. It was not changed after the Penns Manor or Millcreek cases. There have not been any grievances or lawsuits challenging the provision. To its credit, the Association is trying to forestall such from happening.

The Fact-finder is familiar with the Penns Manor decision as she had a number of grievances ten years ago regarding the application of the Court's decision to various collective bargaining agreements. Penns Manor required the school district to credit the years of service the person had as a long-term substitute when placing that person on the salary schedule after he/she has been hired as a permanent full-time teacher. The Court decision makes no mention of placement of a long-term substitute on the salary schedule when hired as a long-term substitute.

As to the Millcreek case and the School Code, the Fact-finder is not as familiar with either regarding this specific issue. Suffice to say, that the Fact-finder does not believe that the Act 88 fact-finding process is the proper forum to raise this legal issue. Thus, she recommends retaining the status quo.

Recommendation:

The Fact-finder recommends that the Long-term Substitute provision in the agreement remain as it is currently stated.

Issue #8 New provision Trainer-Accredited Position

When the trainer position was originally created it was considered out side of the bargaining unit. The individual in the position was under a separate contract with the School District. The most recent contract commenced in October 2005 and expired on June 30, 2009. The individual was given a salary of \$33,280 and a 4% increase each year of the contract.

The Association filed an unfair labor practice alleging that the position should be part of the bargaining unit. The Labor Board agreed with the Association and held that the position of trainer should be part of the bargaining unit.

The Association maintains that this position should be placed on the salary schedule for the teachers and receive the accompanying salary. The School District proposed to provide a salary of \$37,500 for 2010-2011 and then the individual would receive the same increases as the teachers during the remainder of the contract term.

The School District points out that placement of this position on the teacher's salary schedule would result in the individual earning up to \$80,000. According to the School District, such a salary is far in excess of the salaries that trainers earn. The School District provided some salary information. In Crestwood School District, the salary for the trainer is \$31,474; in Mahanoy School District, the salary for the trainer is \$40,000; and state wide the annual mean salary for a trainer is \$38,330. The Association did not provide any salary information on this position.

A review of the salary information provided by the School District indicates that setting the salary at \$37,000 is reasonable. The Fact-finder recommends this as the salary for 2010-2011. In the remaining years of the Agreement, the salary shall be increased by the percentages set forth in Issue 2 of this report.

Recommendation:

The Fact-finder recommends that the Trainer-Accredited Position be placed on a separate salary schedule with 2010-2011 salary as \$37,500. If the individual has not received this salary thus far, his salary shall be increased to that amount retroactive to September 1, 2010. The person currently holding the position shall receive increases to the salary in the remaining years of the contract term as set forth in this report.

Issue #9 Article XXVI Retroactivity

Both the School district and the Association proposed differing views regarding retroactivity, in particular regarding wages. In light of the Fact-finder's recommendation regarding salaries for 2010-2011, the issue of retroactivity of salary for the majority of the teachers is moot, as they have already received the step movement recommended. However, the teachers on the top of the scale have not received any salary adjustment during the current year. Consequently, the salary adjustment that I am recommending for those salaries is to be made retroactive to September 1, 2010. In addition, if the trainer accredited position has not received the 2010-2011 salary of \$37,500, that salary should also be increased retroactive to September 1, 2010 as stated in Issue #8.

All other terms and conditions agreed to during these negotiations are made retroactive except for those indicated in this report that have different effective dates.

Recommendation:

The Fact-finder recommends that the wage increases recommended for teachers at the top of the scale are retroactive to September 1, 2010.

The Fact-finder also recommends that all other terms and conditions agreed to during these negotiations are made retroactive to September 1, 2010 except for those terms and conditions addressed in this report that the Fact-finder is recommending different effective dates.

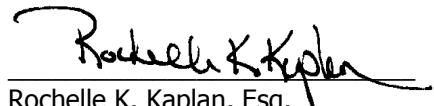
CONCLUSION

Any tentative agreements mutually made prior to, during, and after the fact-finding hearing that are not specifically addressed in the report are recommended to be included, as agreed upon, in the contract. It is further recommended that issues that were raised in negotiations, but were not specifically addressed in fact-finding, remain status quo for the term of the new contract.

The Fact-finder's recommendations attempted to reflect financial realities and balance the competing goals of each party. A vote to accept the report does not necessarily constitute agreement with or endorsement of the rationales but, rather, represents only an agreement to resolve the disputed issues by adopting the recommendations.

The Fact-finder is impressed with the professionalism of the parties and their candor in presenting their respective positions during the fact-finding hearing. Whether both parties accept this report, the fact-finder hopes that the report can be used as a foundation for a final settlement.

I direct the parties' attention to my cover letter which outlines their responsibilities to notify the PLRB of their acceptance or rejection of this Recommendation.



Rochelle K. Kaplan, Esq.
Fact-finder

May 18, 2011
Fogelsville, PA

Appendix A

**Wyoming Area School District
2009-2010 (Base Year)**

To Top	Steps	B	B+6	B+12	B+18	B+24	M	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	M+60
15	1	32,206	32,958	33,712	34,465	34,873	37,513	37,893	38,273	38,654	39,034	39,415	40,406	42,005	43,603	44,590	45,577
14	2	32,350	33,115	33,882	34,647	35,061	37,721	38,108	38,493	38,881	39,268	39,655	40,653	42,258	43,863	44,857	45,851
13	3	32,638	33,429	34,220	35,011	35,438	38,140	38,539	38,939	39,338	39,737	40,137	41,148	42,766	44,384	45,389	46,396
12	4	33,072	33,900	34,728	35,557	36,003	38,767	39,186	39,605	40,022	40,441	40,859	41,889	43,527	45,163	46,188	47,213
11	5	33,649	34,528	35,407	36,284	36,755	39,605	40,048	40,492	40,936	41,379	41,823	42,879	44,540	46,203	47,253	48,304
10	6	34,371	35,313	36,253	37,195	37,697	40,651	41,126	41,602	42,077	42,553	43,028	44,115	45,809	47,502	48,585	49,667
9	7	35,237	36,253	37,270	38,287	38,827	41,906	42,419	42,933	43,447	43,960	44,473	45,599	47,331	49,062	50,182	51,303
8	8	36,247	37,351	38,457	39,561	40,145	43,370	43,928	44,486	45,044	45,603	46,160	47,329	49,106	50,882	52,047	53,211
7	9	37,402	38,607	39,812	41,017	41,650	45,044	45,652	46,261	46,870	47,479	48,088	49,308	51,134	52,962	54,177	55,393
6	10	38,701	40,019	41,337	42,655	43,346	46,927	47,593	48,258	48,924	49,590	50,255	51,533	53,417	55,301	56,573	57,846
5	11	40,145	41,588	43,032	44,475	45,228	49,019	49,749	50,478	51,206	51,936	52,665	54,006	55,953	57,900	59,236	60,572
4	12	41,733	43,315	44,895	46,477	47,299	51,321	52,120	52,919	53,717	54,516	55,315	56,725	58,743	60,760	62,165	62,571
3	13	43,464	45,197	46,929	48,661	49,558	53,832	54,706	55,582	56,456	57,332	58,206	59,693	61,786	63,879	65,360	66,842
2	14	45,342	47,237	49,132	51,278	52,006	56,551	57,509	58,466	59,424	60,381	61,339	62,908	65,083	67,259	68,822	70,386
1	15	47,362	49,433	51,504	53,576	54,768	59,481	60,527	61,573	62,619	63,665	64,711	66,369	68,633	70,898	72,550	74,203
Top	16	53,388	55,399	57,400	59,421	60,823	62,861	63,969	65,078	66,186	67,294	69,984	71,712	74,029	76,346	78,069	79,792

Wyoming Area School District
2010-2011

To Top	Steps	B	B+6	B+12	B+18	B+24	M	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	M+60
15	1	32,206	32,958	33,712	34,465	34,873	37,513	37,893	38,273	38,654	39,034	39,415	40,406	42,136	43,799	44,849	45,900
14	2	32,350	33,115	33,882	34,647	35,061	37,721	38,108	38,493	38,881	39,268	39,655	40,653	42,343	44,006	45,056	46,107
13	3	32,638	33,429	34,220	35,011	35,438	38,140	38,539	38,939	39,338	39,737	40,137	41,148	42,850	44,513	45,563	46,614
12	4	33,072	33,900	34,728	35,557	36,003	38,767	39,186	39,605	40,022	40,441	40,859	41,889	43,550	45,213	46,263	47,314
11	5	33,649	34,528	35,407	36,284	36,755	39,605	40,048	40,492	40,936	41,379	41,823	42,879	44,540	46,203	47,253	48,304
10	6	34,371	35,313	36,253	37,195	37,697	40,651	41,126	41,602	42,077	42,553	43,028	44,115	45,809	47,502	48,585	49,667
9	7	35,237	36,253	37,270	38,287	38,827	41,906	42,419	42,933	43,447	43,960	44,473	45,599	47,331	49,062	50,182	51,303
8	8	36,247	37,351	38,457	39,561	40,145	43,370	43,928	44,486	45,044	45,603	46,160	47,329	49,106	50,882	52,047	53,211
7	9	37,402	38,607	39,812	41,017	41,650	45,044	45,652	46,261	46,870	47,479	48,088	49,308	51,134	52,962	54,177	55,393
6	10	38,701	40,019	41,337	42,655	43,346	46,927	47,593	48,258	48,924	49,590	50,255	51,533	53,417	55,301	56,573	57,846
5	11	40,145	41,588	43,032	44,475	45,228	49,019	49,749	50,478	51,206	51,936	52,665	54,006	55,953	57,900	59,236	60,572
4	12	41,733	43,315	44,895	46,477	47,299	51,321	52,120	52,919	53,717	54,516	55,315	56,725	58,743	60,760	62,165	62,571
3	13	43,464	45,197	46,929	48,661	49,558	53,832	54,706	55,582	56,456	57,332	58,206	59,693	61,786	63,879	65,360	66,842
2	14	45,342	47,237	49,132	51,278	52,006	56,551	57,509	58,466	59,424	60,381	61,339	62,908	65,083	67,259	68,822	70,386
1	15	47,362	49,433	51,504	53,576	54,768	59,481	60,527	61,573	62,619	63,665	64,711	66,369	68,633	70,898	72,550	74,203
Top	16	53,888	55,899	57,900	59,921	61,323	63,361	64,469	65,578	66,686	67,794	70,484	72,212	74,529	76,846	78,569	80,292

Wyoming Area School District
2011-2012

To Top	Steps	B	B+6	B+12	B+18	B+24	M	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	M+60
15	1	32,256	33,008	33,762	34,515	34,923	37,563	37,943	38,323	38,704	39,084	39,465	40,456	42,186	43,849	44,899	45,950
14	2	32,400	33,165	33,932	34,697	35,111	37,771	38,158	38,543	38,931	39,318	39,705	40,703	42,393	44,056	45,106	46,157
13	3	32,688	33,479	34,270	35,061	35,488	38,190	38,589	38,989	39,388	39,787	40,187	41,198	42,900	44,563	45,613	46,664
12	4	33,122	33,950	34,778	35,607	36,053	38,817	39,236	39,655	40,072	40,491	40,909	41,939	43,600	45,263	46,313	47,364
11	5	33,699	34,578	35,457	36,334	36,805	39,655	40,098	40,542	40,986	41,429	41,873	42,929	44,590	46,253	47,303	48,354
10	6	34,421	35,363	36,303	37,245	37,747	40,701	41,176	41,652	42,127	42,603	43,078	44,165	45,859	47,552	48,635	49,717
9	7	35,287	36,303	37,320	38,337	38,877	41,956	42,469	42,983	43,497	44,010	44,523	45,649	47,381	49,112	50,232	51,353
8	8	36,297	37,401	38,507	39,611	40,195	43,420	43,978	44,536	45,094	45,653	46,210	47,379	49,156	50,932	52,097	53,261
7	9	37,452	38,657	39,862	41,067	41,700	45,094	45,702	46,311	46,920	47,529	48,138	49,358	51,184	53,012	54,227	55,443
6	10	38,751	40,069	41,387	42,705	43,396	46,977	47,643	48,308	48,974	49,640	50,305	51,583	53,467	55,351	56,623	57,896
5	11	40,195	41,638	43,082	44,525	45,278	49,069	49,799	50,528	51,256	51,986	52,715	54,056	56,003	57,950	59,286	60,622
4	12	41,783	43,365	44,945	46,527	47,349	51,371	52,170	52,969	53,767	54,566	55,365	56,775	58,793	60,810	62,215	62,621
3	13	43,514	45,247	46,979	48,711	49,608	53,882	54,756	55,632	56,506	57,382	58,256	59,743	61,836	63,929	65,410	66,892
2	14	45,392	47,287	49,182	51,328	52,056	56,601	57,559	58,516	59,474	60,431	61,389	62,958	65,133	67,309	68,872	70,436
1	15	47,412	49,483	51,554	53,626	54,818	59,531	60,577	61,623	62,669	63,715	64,761	66,419	68,683	70,948	72,600	74,253
Top	16	54,638	56,649	58,650	60,671	62,073	64,111	65,219	66,328	67,436	68,544	71,234	72,962	75,279	77,596	79,319	81,042

Wyoming Area School District
2012-2013

To Top	Steps	B	B+6	B+12	B+18	B+24	M	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	M+60
15	1	32,561	33,313	34,067	34,820	35,228	37,868	38,248	40,246	40,760	41,273	41,786	42,912	44,644	46,375	47,495	48,616
14	2	32,705	33,470	34,237	35,002	35,416	38,076	38,463	40,753	41,267	41,780	42,293	43,419	45,151	46,882	48,002	49,123
13	3	32,993	33,784	34,575	35,366	35,793	38,495	38,894	41,260	41,774	42,287	42,800	43,926	45,658	47,389	48,509	49,630
12	4	33,427	34,255	35,083	35,912	36,358	39,122	39,541	41,767	42,281	42,794	43,307	44,433	46,165	47,896	49,016	50,137
11	5	34,004	34,883	35,762	36,639	37,110	39,960	40,403	42,274	42,788	43,301	43,814	44,940	46,672	48,403	49,523	50,644
10	6	34,726	35,668	36,608	37,550	38,052	41,006	41,481	42,781	43,295	43,808	44,321	45,447	47,179	48,910	50,030	51,151
9	7	35,592	36,608	37,625	38,642	39,182	42,261	42,774	43,288	43,802	44,315	44,828	45,954	47,686	49,417	50,537	51,658
8	8	36,602	37,706	38,812	39,916	40,500	43,725	44,283	44,841	45,399	45,958	46,515	47,684	49,461	51,237	52,402	53,566
7	9	37,757	38,962	40,167	41,372	42,005	45,399	46,007	46,616	47,225	47,834	48,443	49,663	51,489	53,317	54,532	55,748
6	10	39,056	40,374	41,692	43,010	43,701	47,282	47,948	48,613	49,279	49,945	50,610	51,888	53,772	55,656	56,928	58,201
5	11	40,500	41,943	43,387	44,830	45,583	49,374	50,104	50,833	51,561	52,291	53,020	54,361	56,308	58,255	59,591	60,927
4	12	42,088	43,670	45,250	46,832	47,654	51,676	52,475	53,274	54,072	54,871	55,670	57,080	59,098	61,115	62,520	62,926
3	13	43,819	45,552	47,284	49,016	49,913	54,187	55,061	55,937	56,811	57,687	58,561	60,048	62,141	64,234	65,715	67,197
2	14	45,697	47,592	49,487	51,633	52,361	56,906	57,864	58,821	59,779	60,736	61,694	63,263	65,438	67,614	69,177	70,741
1	15	47,717	49,788	51,859	53,931	55,123	59,836	60,882	61,928	62,974	64,020	65,066	66,724	68,988	71,253	72,905	74,558
Top	16	55,438	57,449	59,450	61,471	62,873	64,911	66,019	67,128	68,236	69,344	72,034	73,762	76,079	78,396	80,119	81,842

Wyoming Area School District
2013-2014

To Top	Steps	B	B+6	B+12	B+18	B+24	M	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	M+60
15	1	33,211	33,963	34,717	35,470	35,878	38,518	38,898	40,896	41,410	41,923	42,436	43,562	45,294	47,025	48,145	49,266
14	2	33,355	34,120	34,887	35,652	36,066	38,726	39,113	41,403	41,917	42,430	42,943	44,069	45,801	47,532	48,652	49,773
13	3	33,643	34,434	35,225	36,016	36,443	39,145	39,544	41,910	42,424	42,937	43,450	44,576	46,308	48,039	49,159	50,280
12	4	34,077	34,905	35,733	36,562	37,008	39,772	40,191	42,417	42,931	43,444	43,957	45,083	46,815	48,546	49,666	50,787
11	5	34,654	35,533	36,412	37,289	37,760	40,610	41,053	42,924	43,438	43,951	44,464	45,590	47,322	49,053	50,173	51,294
10	6	35,376	36,318	37,258	38,200	38,702	41,656	42,131	43,431	43,945	44,458	44,971	46,097	47,829	49,560	50,680	51,801
9	7	36,242	37,258	38,275	39,292	39,832	42,911	43,424	43,938	44,452	44,965	45,478	46,604	48,336	50,067	51,187	52,308
8	8	37,252	38,356	39,462	40,566	41,150	44,375	44,933	45,491	46,049	46,608	47,165	48,334	50,111	51,887	53,052	54,216
7	9	38,407	39,612	40,817	42,022	42,655	46,049	46,657	47,266	47,875	48,484	49,093	50,313	52,139	53,967	55,182	56,398
6	10	39,706	41,024	42,342	43,660	44,351	47,932	48,598	49,263	49,929	50,595	51,260	52,538	54,422	56,306	57,578	58,851
5	11	41,150	42,593	44,037	45,480	46,233	50,024	50,754	51,483	52,211	52,941	53,670	55,011	56,958	58,905	60,241	61,577
4	12	42,738	44,320	45,900	47,482	48,304	52,326	53,125	53,924	54,722	55,521	56,320	57,730	59,748	61,765	63,170	63,576
3	13	44,469	46,202	47,934	49,666	50,563	54,837	55,711	56,587	57,461	58,337	59,211	60,698	62,791	64,884	66,365	67,847
2	14	46,347	48,242	50,137	52,283	53,011	57,556	58,514	59,471	60,429	61,386	62,344	63,913	66,088	68,264	69,827	71,391
1	15	48,367	50,438	52,509	54,581	55,773	60,486	61,532	62,578	63,624	64,670	65,716	67,374	69,638	71,903	73,555	75,208
Top	16	56,248	58,259	60,260	62,281	63,683	65,721	66,829	67,938	69,046	70,154	72,844	74,572	76,889	79,206	80,929	82,652