

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and
	(Recommendations
Between	(
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Bethel Park School District	(Case No. ACT 88-12-9-W
	(
and	(Date of Hearing: April 19, 2012
	(
Bethel Park Federation of Teachers,	(Date of Report: April 30, 2012
AFT, Local 1607	(

Michelle Miller-Kotula
Fact-Finder

For the District:

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Background

By letter dated March 20, 2012, 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 the Bethel Park School District (hereafter referred to as the “District”) and the Bethel Park

Federation of Teachers, AFT, Local 1607 (hereafter referred to as the “Federation”). The Federation represents a unit of 380 bargaining unit teachers, who work for the District, located at 301 Church Road, Bethel Park, Pennsylvania.

The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the “Agreement”) which was effective by its terms from July 1, 2006 through June 30, 2010. The parties met several times for purposes of negotiating a successor Agreement, and reached tentative agreements on many issues, but were unable to reach agreement on all issues raised during the course of bargaining. As a result, a request for Fact-Finding was initiated.

The parties informed the Fact-Finder of tentative agreements that are referenced in this report. In accordance with the PLRB’s Order, the parties filed written statements of the issues in dispute involving the following provisions of the Agreement:

Article 17.7	Bereavement
Article 24.1	Length of Teacher Day
Article 24.2	Length of Teacher Year
Article 25	Scheduling of Teachers
Article 35	Student Discipline
Article 36	Class Size
Article 43	Curriculum Revision and Curriculum and District-Wide Committee Formation
Article 46	Transfer
Article 47.7	Furlough
Article 50	Act 48 – Continuing Education
Article 57	Early Retirement
Article 59	Fringe Benefits
Article 60	Group Hospital – Medical Insurance
Article 65	Student Life Activities
Article 66	Extra Duty Responsibility Positions
Article 67	Salary
Article 68	Additional Compensation Rates
Article 70	Domestic Partners
Article 71 (New)	Technology and Excellence in Education

On April 19, 2012, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in the District's administrative offices. During the hearing both parties were afforded a full opportunity to present testimony, examine and cross examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

Executive Session discussions were held and through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues.

To arrive at the following recommendations, this Fact-Finder relied upon, among other things, the following criteria:

- The reliable and credible testimony provided, the evidence presented at the Fact-Finding Hearing and further clarifications given to questions of this Fact-Finder during Executive Session discussions.
- The expired collective bargaining agreement.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.
- The interest, welfare of taxpayers, and the ability of the Employer to finance and administer the issues proposed.
- The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the Agreement created through this process.

ISSUES IN DISPUTE AND RECOMMENDATIONS

Article 17.7 Bereavement

District Position:

The District rejects the Federation's proposal to change the bereavement leave language and argues it could incur increased costs if the categories contained in the language are shifted. It is the District's contention a new category "domestic partner" should not be added to the bereavement article due to future cost considerations.

Federation Position:

The Federation is requesting changes to the bereavement leave to accommodate the employees' needs. The Federation proposes to add grandchild and domestic partner into the category of immediate family. It is also the proposal of the Federation to provide up to two (2) calendar days per occurrence for death of son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

The Federation points out in today's diverse society there is need to recognize non-traditional family units.

Recommendation:

This Fact-Finder recognizes the need to alter the current categories in this article to add grandchild to immediate family and to provide (2) calendar days per occurrence for son-in-law, daughter-in-law, brother-in-law and sister-in-law. However, the language should not be changed at this time to include domestic partner based on the potential for increased economic costs to the District.

Article 24.1
LENGTH OF TEACHER DAY
and
Article 24.2
LENGTH OF TEACHER YEAR

District Position:

The District seeks to maintain the length of the teacher day at 7.5 hours, inclusive of lunch, but to increase the teacher year to 194 days, of which 184 will be used as student instructional days. The District points out its proposed changes to Article 50 will restore the current required instructional days from 181 to 183. The District contends because of increases in the State's requirements for accountability, grades and testing, an increase in the teacher's year is necessary to improve student achievement, support and coordinated planning.

The District also proposes to have the discretion to direct the use of the "unassigned time" each day in the Agreement for activities that support student achievement, programming and planning such as pupil contact, supervision of students, staff development, data analysis, faculty meetings, parent meetings and other services, as needed by the District. The objective of the District's proposal is to attain a more equitable and accountable K-12 implementation of planning time, duties and instructional time for all professional staff members.

Federation Position:

The Federation proposes no changes to the length of the teacher day and length of teacher year article.

The Federation points out based on the current length of school day and year, the instructional hours provided to the students far exceeds the state requirements. The Federation notes in the previous Agreement two additional days were added to the teachers' year. The Federation contends the District requires staff to attend a faculty meeting two times a month during unassigned time and notes regular education teachers at the elementary level and special education teachers already have additional requirements. It is the Federation's position unassigned time is for teachers at their discretion for classroom preparation.

Recommendation:

It is this Fact-Finder's recommendation the length of the teacher's day and length of teacher's year articles should remain the same.

ARTICLE 25
SCHEDULING OF TEACHERS

District Position:

The District's proposes to reclaim its scheduling authority, which is necessary to provide it with greater flexibility in directing the use of this time to meet the evolving educational demands, rigors, expectations and requirements imposed by the Pennsylvania Department of Education.

The District proposes to phase out the \$1400.00 stipend over the term of the contract when a teacher is assigned six instructional periods rather than five and enables it to direct the use of a teacher's non-instructional time to assure the time is used for appropriate educational functions, including student data analysis. It is the position of the District its ability to meet its educational obligations is severely limited by the continuation of the teacher's discretionary use of "unassigned time."

Federation Position:

It is the position of the Federation the movement of the MOU language meets the District's need for clarification and does not change the intent or impact of the language. The Federation asserts its proposal addresses the demands on teacher time and teacher development based on the current responsibilities of the teachers to meet their students' needs. The Federation contends with the increased demands for teacher and student accountability, preparation time is crucial to the success of the academic programs.

The Federation takes the position in the past there has been an inequity in the scheduling of teachers based on their disciplines. The Federation contends if a course has a different course number, it should be considered a different preparation.

The Federation proposes a minimal increase to the 6th period stipend, which has not been increased since the 1999 CBA.

The Federation agrees to delete the last paragraph of Article 25.4 language regarding psychologists at the District's request.

Recommendation:

The evidence indicates the stipend for the 6th period has created a significant financial burden on the District. The amount of the stipend must be decreased over the life of the Agreement in order to reduce costs. Thus, this Fact-Finder recommends the following stipends:

2010-2011	\$1400
2011-2012	\$1400
2012-2013	\$1200
2013-2014	\$1100
2015-2016	\$1000

The Fact-Finder also recommends for the language related to psychologists to be deleted from the Agreement.

Article 35
STUDENT DISCIPLINE

District Position:

The District points out the Pennsylvania Public School Code imposes requirements on the School District regarding its student discipline policies. The District states the current Agreement language requires the "mutual agreement" of the Federation for revision to the Discipline Code and the "mutual consent" of the parties for change or modification to the District's Discipline Policy or Discipline Procedures, which has resulted in its inability to update the Discipline Code.

The District proposes language to maintain receiving input from the Federation but to restore the District's right, in its discretion, to amend or modify the Discipline Policy if it determines it to be necessary, as provided by the applicable Section 5-510 of the PA School Code.

Federation Position:

The Federation proposes language changes to accommodate the District's desire for greater representation during the Discipline Committee process. The Federation points out for the last 25 years, the Federation and the District have effectively collaborated to create a viable Discipline Code for students at all levels.

The Federation contends the language in its proposal eliminates a vote and the parties with equal representation will come to an agreement and send the document to the School Board. The Federation argues if the School Board does not agree with the recommendation, it will be sent back to the committee. The Federation takes the position the language reflects a process that is more efficient.

Recommendation:

The language presented by the District for this article is recommended by this Fact-Finder to be adopted. Based on the fact the District may be required to assume liability over student discipline matters, it must have the final authority to amend or modify the discipline policy as appropriate.

**Article 36
CLASS SIZE**

District Position:

It is the position of the District it is limited in assigning students beyond the contractual optimum maximum class sizes in core subjects at the secondary level which is problematic when there are only one or two students beyond the optimum class size. The District argues its proposed revisions, while still recognizing optimum maximum class sizes, establishes its ability to exceed the class size at all levels, including the secondary level, by paying an additional stipend for each student in excess of the optimum maximum.

The District proposes to clarify specific optimum maximums at grade levels K-3 and grades 5-6. The District proposes this revision to permit greater flexibility in class assignments and prevent the hiring of additional staff. It is the District's proposal to increase the stipend paid to the teacher for students beyond the maximum class size.

It is the position of the District its new proposed language of this Article for special education students recognizes the weighting of special education student placement, but proposes it only applies when a teacher provides evidence that the child is receiving significant instruction in that classroom and has provided evidence through lesson planning and instructional delivery, that they have adapted for special education students.

Federation Position:

The Federation proposes changes to this language of this Article because compelling evidence demonstrates reducing class size, particularly for younger children, has a positive effect on student achievement and is an especially significant impact on the education of special needs children.

The Federation submits reducing class size helps raise student achievement in both math and reading and allows for more effective teaching and more focused learning. The Federation notes more teacher-student interaction allows teachers to recognize and address the needs of individual students.

The Federation proposes the following class sizes:

K-4	Regular education classroom	25 students maximum
K-4	Special education classroom	16 students maximum
Grades 5-12	Regular education classroom	27 students maximum
Grades 5-12	Special education classroom	16 students maximum

The Federation takes the position if special education students are only included in the classroom for homeroom and social purposes weighting shall not apply.

The Federation proposes making Social Studies an equal partner with the other core subjects in regard to class size.

Recommendation:

The evidence established language is already in place which has the effect of limiting the class size and such language should be retained. The language also provides an additional stipend which is paid when the class size is larger than the maximum class size.

This Fact-Finder recognizes the need to revise the language related to weighting of special education students to more accurately reflect the needs of the District. Thus, if special education students are only included in the classroom for homeroom and social purposes, weighting of the students should not apply.

Article 43
CURRICULUM REVISION AND CURRICULUM AND
DISTRICT-WIDE COMMITTEE FORMATION

District Position:

The District contends its proposal permits the active participation in curriculum projects of the Principals at various developmental levels and the designee of the Superintendent, who has the discretion to appoint a designee with supervisory authority and oversight over curriculum development, on the curriculum committees and recognizes their role as instructional leaders in the District. It is the position of the District its proposed revisions to the language eliminates the current restrictions on its participation and involvement on the committees.

The District argues its proposal provides for a gradual increase in curriculum stipends over the term of the Agreement. The District states its proposed revisions to the stipends paid for curriculum writing clarity that if the writing is done as part of the school day, no stipend is paid. The District contends the stipend only applies to curriculum working outside of the school day/school year. It is the position of the District if the curriculum writing process during the school day requires additional time after the end of the school day, payment for that additional time will be made at a specified hourly rate.

Federation Position:

The Federation proposes minimal increases to the stipend, which it considers to be small and gradual over the course of the Agreement. The Federation points out the remainder of the changes it proposes to this Article are in response to the District's extensive proposed changes. The Federation states it is necessary to keep the stipend in the event curriculum cannot be written during the school year.

Recommendation:

This Fact-Finder recognizes changes are necessary to address and resolve issues that have occurred in the writing of curriculum in the past. Thus, the Fact-Finder recommends adopting the District's Committee Formation proposal, dated April 24, 2012.

**Article 46
TRANSFER**

District Position:

The District rejects the Federation's proposal related to transfer. It is the contention of the District the language in place must remain and should not be altered.

Federation Position:

The Federation takes the position vacancies should be filled by the employee with the most District seniority that shows interest in an open position for which he is certified. The Federation states teachers are infrequently granted change by administration when they apply for an open position. The Federation believes opportunities for change would provide the District with a teaching staff that is more excited and motivated to teach their subject matter.

Recommendation:

It is the position of this Fact-Finder no change should be made to this language.

**Article 47.7
FURLOUGH**

District Position:

The District contends the language in this Article has already expired and it is not a financially sound decision to reinstate such language in the new Agreement.

Federation Position:

The Federation proposes to reinstate the furlough procedure with a reduction in the financial impact to the District. The Federation takes the position the language is viable. The Federation submits since changes occur in education, such changes could make furloughs a necessity in the future. The Federation states the language provides a temporary reprieve for furloughed employees to make plans for the future and provides the District with a reliable substitute pool.

Recommendation:

The evidence has been inconclusive to establish the need to reinstate the expired language. Therefore, this Fact-Finder recommends no change to this Article at this time.

Article 50
ACT 48 – CONTINUING EDUCATION

District Position:

The District contends it is necessary to change the current contract language. The District argues the language requires it to provide all requirements of Act 48 in house during in-service and/or Act 80 days at no cost to the teachers. The District points out the current Act 48 requirements result in 181 instructional days rather than the current contractually required 183 days.

The District asserts its proposed changes to limit the number of Act credits provided during in-service and/or Act 80 days eliminates the interference with the number of instructional days during the school year. The District contends it will offer additional Act 48 credits during the summer and the teachers will have the flexibility to benefit from these courses in the summer or pursue them on their own. The District submits it will not compensate the teachers for the Act 48 summer credits.

Federation Position:

The Federation opposes the District's proposal related to this Article.

Recommendation:

It is the position of the Fact-Finder based on the evidence that has been provided by the parties, no change should occur during the course of this Agreement in this Article.

Article 57
EARLY RETIREMENT

District Position:

It is the position of the District its current liability for teachers who have taken advantage of the Early Retirement Incentive (ERI) is over \$6 million. The District points out in order to be able to continue to offer some level of incentive for early retirement, it must limit its future liability.

The District proposes the health insurance offered as part of the ERI be changed from the Highmark PPO Plan to the Allegheny County School Health Insurance Consortium (ACSHIC) HMO Plan, which results in a premium savings. The District also proposes that early retirees be responsible for payment of any and all increases in premiums for health/dental/vision coverage after the date of retirement. The District states it would continue to pay the health insurance premium costs for early retirees at the amounts at the time of retirement, minus the PSERS reimbursement amount and the contribution amount paid by the employee at the time of retirement.

The District proposes the health insurance coverage for an early retiree's spouse only continue until either the retiree or spouse attains the age of Medicare eligibility, whichever occurs first. The District further proposes other revisions to the ERI regarding eligibility and the procedure for application and payment of benefits.

Federation Position:

The Federation proposes a gradual increase in the monetary incentive for early retirement. The Federation notes this incentive has not changed since 1993. The Federation submits the proposed changes to reopen the window for teachers who have passed the superannuation for early retirement would have a financial benefit to

the District. The Federation contends it would benefit the District greatly if those teachers at the top of the pay scale chose to retire because that opportunity is available. It is the position of the Federation the District should not limit the health insurance coverage for the retiree and/or retiree's spouse once obtaining Medicare eligibility.

Recommendation:

If is this Fact-Finder's recommendation in order to continue to be able to provide early retirement benefits, changes must occur to the current language to more accurately reflect the balancing needs of the District and the needs of the former employees.

To be eligible for early retirement benefits provided under this Article, Section I must be revised to change from 53 years to 55 years, with the superannuation being defined as 62 years instead of 52 years of age. The last sentence of this language should reflect "on the first year they have completed fifteen (15) years of service, whichever occurs later. It is specifically agreed by the parties that the PESRS retirement eligibility criteria may be changed by subsequent legislation and that as a result, the criteria set forth in this paragraph may also be changed to conform to said legislation." Language should also be removed which states "An employee who does not retire at the first year of superannuation shall forfeit participation in Article 57."

Section II – remove

Section III – change language to permit employee who previously forfeited participation an additional opportunity to elect to retire during the 2011-2012 school year, who meets the eligibility, to submit a retirement letter no later than June 1, 2012.

GUIDELINES FOR SUBMITTING LETTERS OF RETIREMENT

1. Require letter of retirement to be submitted no later than March 1 of the year the eligible employee choses to retire.
2. Permit eligible employees to retire during the school year by submitting a letter of retirement no less than sixty (60) days prior to their retirement date. Eligible employees who retire for health reasons may retire at any time with proper medical documentation supporting the retirement.
5. Change language for the eligible retiree to be on the health plan the employee had at the time of retirement. If the plan is discontinued during the period of the retiree's eligibility, the District shall provide coverage under the health insurance plan offered through ASCHIC that is substantially similar to the coverage of the discontinued plan.

BENEFITS

1. The Retiree shall continue to contribute the amount of the Pennsylvania School Employees Retirement System reimbursement toward the premium for those benefits.
2. B. remove language

MONETARY INCENTIVE

1. Change language to reflect the District will pay the maximum lump sum to a qualified Section 457 Plan.

TERMINATION OF BENEFITS

Add language: In addition to the requirements of Article 3, if the EEOC, PHRC or other federal or state agency having jurisdiction over such claims determines this ERI program should be invalidated on ERISA, ADEA or other grounds, then the procedure contained in Article 3 shall be followed.

The remainder of the language in the Article remains the same.

Article 59 FRINGE BENEFITS

District Position:

The District submits its proposed changes to Article 59 are consistent with revisions to Article 57. The District points out these include the change from the Highmark PPO to the ACSHIC HMO Plan and limiting coverage until the retiree or retiree's spouse attains Medicare eligibility, whichever occurs first.

Federation Position:

It is the position of the Federation the District should not limit the health insurance coverage for the retiree and/or spouse once obtaining Medicare eligibility. The Federation contends solutions exist for the District to pay the supplemental insurance for the person who would be removed once the employee or eligible spouse reaches Medicare eligibility. The Federation points out once the eligible employee retires, his income is lower than when he worked and it is more difficult to pay for insurance costs.

Recommendation:

It is this Fact-Finder's recommendation because of the increasing cost of health insurance, it becomes more difficult for the District to continue to provide benefits for retirees. Thus, in order for the District to continue to save costs with the goal of continuing to provide retirees with health insurance, once the retiree reaches Medicare eligibility, the retiree's spouse must be removed from the health insurance.

Article 60 GROUP HEALTH –MEDICAL INSURANCE

District Position:

The District has offered to provide a comprehensive ACSHIC HMO plan to replace the current PPO plan resulting in a premium savings of 5% or approximately \$250,000 per year. The District states the HMO plan has nearly comparable coverage to the PPO plan and notes there is a cost for out-of-network providers.

It is the contention of the District its costs of providing benefits continues to increase. The District contends the teachers' current monthly premium contributions must be increased. The District proposes for the employees to pay a percentage of the premium costs rather than base the contributions on a percentage of gross salary earned. The District proposes a fair percentage premium contribution of 13%. The District submits employees who

wish to remain on the PPO plan must be required to pay the premium cost differences between the HMO and the PPO plans.

Federation Position:

The Federation opposes moving the health insurance plan from a PPO plan to an HMO plan. It is the contention of the Federation the option of the HMO is not a viable choice it can accept. The Federation agrees to raise the amount paid by the employee and to change the calculation to an amount based upon a percent of premium paid for the employee coverage to remain with the PPO plan. The Federation recognizes the employees inside the scale should not pay the same level as an employee at the top of the scale. The Federation takes the position it is important to base the contribution as a percentage based on the actual level of coverage to make the employee’s responsibility a more accurate reflection of the District’s actual cost.

The Federation proposes the addition of IRS 125 deductions at a cost to be split by the employee and the District. The Federation argues the amounts deducted in this manner will result in savings to the District and the employees.

The Federation proposes the inclusion of Wellness language to allow for the future implementation of any Wellness initiative which would help the District and the employees save costs while improving their health.

Recommendation:

Upon carefully reviewing the background information and relevant evidence which has been submitted regarding this issue, it becomes readily apparent insurance benefits need to be adjusted because of the increasing cost to the District in providing such benefits. Both parties recognize the need to implement cost savings. It is this Fact-Finder’s recommendation, the employees should remain on the PPO plan since the HMO plan may not be a viable option in the area. The employees must contribute the following percent of the premium based on the category of the plan they select (i.e., individual, husband and wife, parent and children, family, etc.)

2010-2011	no increase in contribution
2011-2012	no increase in contribution
2012-2013	6% contribution of premium (employees on steps 1-16) 9% contribution of premium (employees on step 17)
2013-2014	7% contribution of premium (employees on steps 1-16) 10.5% contribution of premium (employees on step 17)
2014-2015	8% contribution of premium (employees on steps 1-16) 12% contribution of premium (employees on step 17)

**Article 65
STUDENT LIFE ACTIVITIES
and
Article 66
EXTRA DUTY RESPONSIBILTY**

District Position:

It is the position of the District its proposal to this Article clarifies its ability and discretion to assign/hire those persons holding extra-curricular positions. The District maintains it should have the ability to establish qualifications, procedure for selection, and the final selection of those who hold any extracurricular position, while only giving preference to internal candidates when the position is a non-athletic position. The District argues its proposal makes it clear the positions are at-will only and may be opened and filled with the same or other candidates on an annual basis. The District states by establishing the ability to open and fill positions on an annual basis, in its discretion, it is able to monitor the performance of those holding positions to assure they are fulfilling the expectations of the District in serving the needs of the students in these extra-curricular activities. The District's proposal permits it to eliminate any position, with notice to the Federation, in order for the District to meet other educational program requirements due to budget limitations.

The District proposes no increase in the stipends for the 2010-11 school year and a one percent increase in the stipends for each of the remaining years of the Agreement through the 2014-2015 school year. The District proposes to establish a set amount to be distributed to those holding extra-curricular positions that must devote additional time due to extended seasons.

The District proposes clarification revisions to Article 66 regarding the creation of new extra-curricular positions and the filling of those positions. The revisions confirm the final authority of the School District in the selection of those holding positions, as well as whether a new position should be created.

Federation Position:

The Federation opposes the District's proposal to the Student Life Activities article.

The Federation proposes the stipend be increased for extra-curricular positions beginning in 2012-2013 and to create a standard yearly increase similar to the increases that have been in effect over many contracts.

The Federation points out coaches and club sponsors should be rewarded for the extra time and effort that post season play / competition involves. The Federation recognizes this pay is standard in other districts. The Federation contends including it in the Agreement will acknowledge the work that taking a team into playoffs / post competition involves.

Recommendation:

It is the Fact-Finder's recommendation an increase to the stipend for the extra-curricular positions is appropriate, commencing for the 2012-2013 school year. This Fact-Finder recommends a 1% increase for 2012-2013, 1% 2013-2014, and 1% for 2014-2015.

The evidence also recognizes a need to establish a fund to pay coaches and sponsors who are involved in post season play /competitions. The District should establish and maintain a fund in the amount of \$9,000 for this purpose. The Coach/sponsor who works in an extended season shall receive an additional 1% of pay for each additional week until the season/competition ends.

Article 67 SALARY

District Position:

Due to the unstable state of the local and national economy, including the significant cuts from state funding for education, the Bethel Park School District proposes a wage freeze in the first year of the contract. The District proposes to add an eighteenth step to the teacher salary scales commencing with the 2011-2012 school year and to pay salary increases to teachers in the following amounts:

2010-2011:	No increase
2011-2012	\$1,000
2012-2013:	\$1,000
2013-2014:	\$1,000
2014-2015:	\$1,000

The District contends since the expired Agreement was negotiated, there have been significant changes to the law and the expectation for funding by the Commonwealth. The District points out Act 1 of 2006 significantly limits its ability to increase its operating budget by way of real estate tax millage increases. The District states this Fact-Finder must consider the wage proposal cumulates each year along with PSERS obligations created by wage increases. The District points out state subsidies have decreased, PSERS contributions have increased and statewide wage freezes have occurred. The District argues a more detailed analysis of its salary proposal is contained in the Economic Proposal. The District contends its proposal will result in salaries that are very reasonable.

Federation Position:

It is the Federation’s contention its justification for the Fact-Finder to accept its proposal is contained in the information submitted during the hearing. The Federation submits its salary proposal as follows:

2010-2011:	\$800 increase
2011-2012	\$1,800 increase
2012-2013:	\$1,800 increase
2013-2014:	\$2,000 increase
2014-2015:	\$2,000 increase

The Federation contends language should be added to provide employees with additional compensation for achieving National Board Certification through the National Board for Professional Teaching Standards. The Federation rejects the District’s proposal to add an 18th step to the existing scale. It is the contention of the Federation the impact of adding a step prior to the jump step would have an adverse impact on the teachers.

The Federation points out the District’s proposal of a freeze without step movement would have a negative effect to the teachers and would cause everyone below the top of the call to take an additional year to reach the top step, which in effect adds another step to the salary scale. The Federation believes a contract with a freeze without step movement would violate the School Code.

The Federation recognizes the District has done a fine job maintaining fund balances to cover future concerns. The Federation states most of the District’s arguments appear to be moot. The Federation contend this District, at least on a per-pupil basis, was not hit as hard with budget cuts as many other districts in Allegheny County.

It is the position of the Federation because of retirements, the payroll would be lower in cost the first two years of the proposal, compared with the last year of payroll under the old contract. The Federation understands the difficulties facing public education, but firmly believes its proposal is the most appropriate proposal for the Fact-Finder to consider. The Federation proposes a six year Agreement.

Recommendation:

After review and consideration of the record, this Fact-Finder recommends salary increases as follows, as set forth in Appendix A attached to this report. The recommendation commences retroactive to the 2010-2011

school year and is to be applied to the beginning of those years. It is recommended for the 2009-2010 school year salary schedule in the expired Agreement to be used as the base year for salary calculations.

2010-2011	no step movement – Each bargaining unit member shall receive an additional \$1100 as a one-time additional salary increase. This payment will be added to gross pay and distributed through all pay periods for that year only.
2011-2012	step movement + \$500 increase
2012-2013	step movement + \$1100 increase
2013-2014	step movement + \$1200 increase
2014-2015	step movement + \$1350 increase

Article 68
ADDITIONAL COMPENSATION RATES

District Position:

The District proposes to establish a work shop rate for specific listed duties. The work shop rate is to be established as a fair hourly rate, not dependent upon the teacher’s per diem rate. The District submits the following proposal:

2010-2011	\$26.00 per hour
2011-2012	\$26.50 per hour
2012-2013	\$27.00 per hour
2013-2014	\$27.50 per hour
2014-2015	\$28.00 per hour

Recommendation:

It is this Fact-Finder’s recommendation that the figures proposed by the District for the per hour rate of pay be adopted.

Article 70
DOMESTIC PARTNERS

District Position:

The District opposes the Federation’s proposal to add domestic partners. The District argues adding domestic partners to the benefits will increase the cost of providing benefits and must be rejected.

Federation Position:

The Federation proposes for the District to recognize domestic partners. The Federation points out many employers, including school districts in our region and the health consortium recognizes this category. The Federation states this is an issue of fairness.

Recommendation:

The evidence is inconclusive to establish how much additional cost would be imposed on the District if domestic partners would be added. However, it is evident there would be an increased financial burden of the District if domestic partners were added to benefits. Thus, it is this Fact-Finder’s recommendation because of

the potential to increase costs to the District, domestic partners should not be added to the benefit plans at this time.

Article 71 (New)
TECHNOLOGY AND EXCELLENCE IN EDUCATION

District Position:

The District asserts to remain educationally competitive, it is necessary for it to constantly incorporate and include updated technology in the traditional “brick & mortar” or virtual classrooms. The District points out the Pennsylvania Labor Relations Board ruled the use of technology in education is a management right. The District contends it is willing to follow guidelines to govern the incorporation of hybrid courses, and virtual and distance learning into its curriculum.

Federation Position:

The Federation recognizes technology is rapidly changing the state of education. The Federation contends it wants to be a partner with this change and work with the District to implement new instructional services for the students. The Federation proposes language to allow for the smooth transition into classrooms of the future as well as provide for the cooperation and common basis for the District to regain some of the students lost to cyber schools and charter schools. The Federation submits returning these students will recoup funds the District is currently losing.

Recommendation:

The evidence presented by the parties establishes the issue of technology in education continues to change and needs to be addressed by the parties as issues and new concepts arise. It is this Fact-Finder’s recommendation Technology and Excellence in Education language should not be included in the Agreement at the present time. The parties should continue to work out issues pertaining to these issues as they arise.

Memoranda of Understanding
PAYROLL DEDUCTIONS

District Position:

The District rejects the Federation’s proposal related to payroll deductions. The District submits another TPA is already in place to provide benefits. It is the District’s contention adding another TPA would have the impact of adding unnecessary costs to the District.

Federation Position:

The Federation proposes an additional TPA to allow members access to vendors that have been eliminated due to the District unilaterally using one TPA. The Federation points out by limiting the choice to one provider, the District eliminated the employee’s right to manage his/her own funds without surcharges.

Recommendation:

It is this Fact-Finder’s position the District should not be required to add an additional TPA. The evidence shows a TPA is in place to provide benefits. The District should not be required to acquire an additional cost in

this area at the present time since the evidence suggests benefits are available for employees who chose to participate in the plan offered by the current TPA.

TENTATIVE AGREEMENTS

At the Fact-Finding hearing in this matter the parties revealed they had reached tentative agreement concerning several issues discussed during negotiations. It is recommended for these tentative agreements to be incorporated into this report as set forth herein and made part of the parties Agreement.

CONCLUSION

In conclusion, the parties are directed to review the Fact-Finding report and within ten (10) calendar days from the date of the issuance of this report to inform the Pennsylvania Labor Relations Board and each other if they accept or reject this report.

Confidentiality of the report should be maintained during the ten-day consideration period and until officially released for publication by the Board in the event of a rejection.

The Fact-Finder submits the Findings and Recommendations as set forth herein.

Michelle Miller-Kotula
Fact-Finder
Washington, Pennsylvania

Issued: April 30, 2012

APPENDIX A

ARTICLE 67 - Professional Salary Schedule

67.1 Non-Degree: \$500 less than Bachelor's Degree

Service Increments:

\$100 at 6, 16th 21st, and 26th year with \$200 at 11th and 30th year of service in district.

Extended Contract:

All bargaining unit personnel placed on extended contracts beyond the normal school year will be paid on a per diem basis.

Year 1 there will be no step movement. Each bargaining unit member shall receive an additional \$1,100 as a one-time additional salary increase. This payment will be added to gross pay and distributed through all pay periods for that year only.

Current Scale	Bachelor's					
Step	2009-10	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
1	\$45,700	\$45,700	\$46,200	\$47,300	\$48,500	\$49,850
2	\$46,000	\$46,000	\$46,500	\$47,600	\$48,800	\$50,150
3	\$46,300	\$46,300	\$46,800	\$47,900	\$49,100	\$50,450
4	\$46,600	\$46,600	\$47,100	\$48,200	\$49,400	\$50,750
5	\$46,900	\$46,900	\$47,400	\$48,500	\$49,700	\$51,050
6	\$47,200	\$47,200	\$47,700	\$48,800	\$50,000	\$51,350
7	\$47,950	\$47,950	\$48,450	\$49,550	\$50,750	\$52,100
8	\$48,700	\$48,700	\$49,200	\$50,300	\$51,500	\$52,850
9	\$49,450	\$49,450	\$49,950	\$51,050	\$52,250	\$53,600
10	\$50,200	\$50,200	\$50,700	\$51,800	\$53,000	\$54,350
11	\$50,950	\$50,950	\$51,450	\$52,550	\$53,750	\$55,100
12	\$51,050	\$51,050	\$51,550	\$52,650	\$53,850	\$55,200
13	\$51,700	\$51,700	\$52,200	\$53,300	\$54,500	\$55,850
14	\$52,510	\$52,510	\$53,010	\$54,110	\$55,310	\$56,660
15	\$54,350	\$54,350	\$54,850	\$55,950	\$57,150	\$58,500
16	\$55,739	\$55,739	\$56,239	\$57,339	\$58,539	\$59,889
17	\$90,856	\$90,856	\$91,356	\$92,456	\$93,656	\$95,006

Raises do not include the increment.

Steps	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
2-16	\$0	\$500	\$1,100	\$1,200	\$1,350
17	\$0	\$500	\$1,100	\$1,200	\$1,350

Note: Raises for employees moving from step 16 in one year to step 17 in the following year will be the difference between those two salaries.

Current Scale	Master's					
Step	2009-10	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
1	\$46,700	\$46,700	\$47,200	\$48,300	\$49,500	\$50,850
2	\$47,000	\$47,000	\$47,500	\$48,600	\$49,800	\$51,150
3	\$47,300	\$47,300	\$47,800	\$48,900	\$50,100	\$51,450
4	\$47,600	\$47,600	\$48,100	\$49,200	\$50,400	\$51,750
5	\$47,900	\$47,900	\$48,400	\$49,500	\$50,700	\$52,050
6	\$48,200	\$48,200	\$48,700	\$49,800	\$51,000	\$52,350
7	\$48,950	\$48,950	\$49,450	\$50,550	\$51,750	\$53,100
8	\$49,700	\$49,700	\$50,200	\$51,300	\$52,500	\$53,850
9	\$50,450	\$50,450	\$50,950	\$52,050	\$53,250	\$54,600
10	\$51,200	\$51,200	\$51,700	\$52,800	\$54,000	\$55,350
11	\$51,950	\$51,950	\$52,450	\$53,550	\$54,750	\$56,100
12	\$52,050	\$52,050	\$52,550	\$53,650	\$54,850	\$56,200
13	\$52,740	\$52,740	\$53,240	\$54,340	\$55,540	\$56,890
14	\$53,553	\$53,553	\$54,053	\$55,153	\$56,353	\$57,703
15	\$55,350	\$55,350	\$55,850	\$56,950	\$58,150	\$59,500
16	\$56,782	\$56,782	\$57,282	\$58,382	\$59,582	\$60,932
17	\$92,548	\$92,548	\$93,048	\$94,148	\$95,348	\$96,698

Raises do not include the increment.

Steps	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
2-16	\$0	\$500	\$1,100	\$1,200	\$1,350
17	\$0	\$500	\$1,100	\$1,200	\$1,350

Note: Raises for employees moving from step 16 in one year to step 17 in the following year will be the difference between those two salaries.

Current Scale	Master's + 30					
Step	2009-10	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
1	\$47,200	\$47,200	\$47,700	\$48,800	\$50,000	\$51,350
2	\$47,500	\$47,500	\$48,000	\$49,100	\$50,300	\$51,650
3	\$47,800	\$47,800	\$48,300	\$49,400	\$50,600	\$51,950
4	\$48,100	\$48,100	\$48,600	\$49,700	\$50,900	\$52,250
5	\$48,400	\$48,400	\$48,900	\$50,000	\$51,200	\$52,550
6	\$48,700	\$48,700	\$49,200	\$50,300	\$51,500	\$52,850
7	\$49,450	\$49,450	\$49,950	\$51,050	\$52,250	\$53,600
8	\$50,200	\$50,200	\$50,700	\$51,800	\$53,000	\$54,350
9	\$50,950	\$50,950	\$51,450	\$52,550	\$53,750	\$55,100
10	\$51,700	\$51,700	\$52,200	\$53,300	\$54,500	\$55,850
11	\$52,450	\$52,450	\$52,950	\$54,050	\$55,250	\$56,600
12	\$52,550	\$52,550	\$53,050	\$54,150	\$55,350	\$56,700
13	\$53,260	\$53,260	\$53,760	\$54,860	\$56,060	\$57,410
14	\$54,075	\$54,075	\$54,575	\$55,675	\$56,875	\$58,225
15	\$55,850	\$55,850	\$56,350	\$57,450	\$58,650	\$60,000
16	\$57,304	\$57,304	\$57,804	\$58,904	\$60,104	\$61,454
17	\$93,902	\$93,902	\$94,402	\$95,502	\$96,702	\$98,052

Raises do not include the increment.

Steps	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
2-16	\$0	\$500	\$1,100	\$1,200	\$1,350
17	\$0	\$500	\$1,100	\$1,200	\$1,350

Note: Raises for employees moving from step 16 in one year to step 17 in the following year will be the difference between those two salaries.

Current Scale	Doctorate					
Step	2009-10	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
1	\$47,700	\$47,700	\$48,200	\$49,300	\$50,500	\$51,850
2	\$48,000	\$48,000	\$48,500	\$49,600	\$50,800	\$52,150
3	\$48,300	\$48,300	\$48,800	\$49,900	\$51,100	\$52,450
4	\$48,600	\$48,600	\$49,100	\$50,200	\$51,400	\$52,750
5	\$48,900	\$48,900	\$49,400	\$50,500	\$51,700	\$53,050
6	\$49,200	\$49,200	\$49,700	\$50,800	\$52,000	\$53,350
7	\$49,950	\$49,950	\$50,450	\$51,550	\$52,750	\$54,100
8	\$50,700	\$50,700	\$51,200	\$52,300	\$53,500	\$54,850
9	\$51,450	\$51,450	\$51,950	\$53,050	\$54,250	\$55,600
10	\$52,200	\$52,200	\$52,700	\$53,800	\$55,000	\$56,350
11	\$52,950	\$52,950	\$53,450	\$54,550	\$55,750	\$57,100
12	\$53,050	\$53,050	\$53,550	\$54,650	\$55,850	\$57,200
13	\$53,780	\$53,780	\$54,280	\$55,380	\$56,580	\$57,930
14	\$54,596	\$54,596	\$55,096	\$56,196	\$57,396	\$58,746
15	\$56,350	\$56,350	\$56,850	\$57,950	\$59,150	\$60,500
16	\$57,825	\$57,825	\$58,325	\$59,425	\$60,625	\$61,975
17	\$94,579	\$94,579	\$95,079	\$96,179	\$97,379	\$98,729

Raises do not include the increment.

Steps	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
2-16	\$0	\$500	\$1,100	\$1,200	\$1,350
17	\$0	\$500	\$1,100	\$1,200	\$1,350

Note: Raises for employees moving from step 16 in one year to step 17 in the following year will be the difference between those two salaries.