

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of the Fact Finding Between

WEST CHESTER AREA SCHOOL DISTRICT,

-and-

WEST CHESTER AREA EDUCATION ASSOCIATION,

**FACT FINDING REPORT
CASE NO. ACT 88-13-39-E**

**Before
John M. Skonier, Esq.
Fact Finder**

For the District:

Jeffrey T. Sultanik, Esq.
District Labor Counsel

Procedural History

For the Association:

Ms. Amanda J. Wollert
PSEA UniServ Representative

Pursuant to Act 88 of 1992 (Act 88) and the Public Employe Relations Act, Act 195 of 1970 (PERA), notice was received by the Pennsylvania Labor Relations Board (PLRB) from the Bureau of Mediation that no agreement had been reached between the West Chester Area Education Association, PSEA/NEA (hereinafter Association) and the West Chester Area School District (hereinafter District). By letter dated July 24, 2013, the PLRB appointed the undersigned to act as a fact finder, vested with the authority set forth above. Subsequent to such notice, the parties were duly notified and a hearing was held on August 26, 2013, in West Chester Pennsylvania; at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses, and introduce documentary evidence in support of their respective positions. The matter is now ready for issuance of the subject Report.

The instant impasse involves unresolved issues with various sub-issues. This Report contains "recommendations" for these issues which constitute the settlement proposal upon which the parties are now required to act, as directed by statute and PLRB regulations. Pursuant to statutory authority, this Report will be released to the public if not accepted. A vote to accept the Report does not constitute agreement with or endorsement of the rationales, but rather represents only an agreement to resolve the issues by adopting the recommendations. The parties are directed to review the Report and, within ten days of its issuance, notify the PLRB of their decision to accept or reject the recommendations.

RECOMMENDATIONS

TERM:

While not reaching agreement on all the issues in dispute, the parties agree that a three year contract is appropriate.

Recommendation:

The term of this Agreement shall begin on July 1, 2012 and shall continue in full force and effect until June 30, 2015.

VESTED BOARD AUTHORITY:

Article II, Vested Board Authority, ¶ 2.02.

The Board sought additional language to this provision as follows:

. . . and to provide online courses to students by outside vendors in order to support the curricular goals as determined by the Board.

The Association opposed any language change to this provision.

Recommendation:

In an effort to allow the Board the means to address the need for online courses yet provide limitations that protect the integrity of the bargaining unit, the following language shall be added to Article II, Vested Board Authority, ¶ 2.02:

. . . and to provide online courses to students by outside vendors that supplement the course offerings offered by the Board. It is understood that these online courses: (1) will not supplant existing District programs; (2) will be designed to provide services to home schooled students; (3) will be designed to provide services to children who are in non-public, parochial, or independent schools; (4) will be designed to provide services to children who are currently attending a cyber school; (5) will be designed to provide services to children who are attending a charter school; (6) will be designed to provide services to parents/guardians or children who approach the District to withdraw from either their home schooling charter school, cyber school, parochial, independent, or non-public school program; (7) will be designed to provide services as an alternative for students who will be expelled or are expelled or are suspended by the District; (8) will be designed to provide online programming for a student who is out of the District's regular program as the result of medical reasons once the District has determined that the District is unable to find a qualified Bargaining Unit Member to actually participate in homebound instruction; and (9) will be designed to provide for any type of online programming to the extent that it has been historically done at the District. It is further understood that no Bargaining Unit positions will be reduced or eliminated as a direct or indirect result of the District's implementation of such online programming.

DUES CHECKOFF:

Article IV, Dues Check Off, ¶ 4.01

The Board sought a language change in Article IV, Dues Check Off, ¶ 4.01, which would have required the Association to pay a 5% service fee for the collection service provided by the District.

The Association sought no change in the existing contract language.

While no change in the language is recommended, it must be understood that the Association is to indemnify and save the Board harmless from three provisions which benefit the Association in collecting dues and maintaining membership.

Recommendation:

No change, but there should be an understanding that the Association will indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that would arise not only from the Dues Check off Provision, but also from the Maintenance of Membership Provision and the Fair Share Provision in the collective bargaining agreement.

ARBITRATION:

Article VI, Arbitration, ¶ 6.30

The parties sought to change the arbitration service from which they draw their arbitration panels in their collective bargaining agreement to the Pennsylvania Bureau of Mediation. In addition, the Association sought

to remove the limitation in the language which stated that "the Association's Representative and the Board's Representative shall meet or confer **by telephone ...**"

Recommendation:

The Arbitrator will be selected from a list of seven (7) Arbitrators provided by the Pennsylvania Bureau of Mediation in accordance with its rules which shall likewise govern the arbitration proceedings. Upon receipt of the list of names submitted by the Bureau, the Association's Representative and the Board's Representative shall meet or confer and, beginning with the School District, each shall alternately eliminate the names of three (3) of the persons listed. The remaining Arbitrator on the list shall be selected as the Arbitrator. The Arbitrator shall have the authority to apply provisions of this Agreement and to render a decision on any dispute coming before the Arbitrator, but shall not have the authority to amend or modify this Agreement, or to make determinations in areas which affect the taxing power of the Board or its responsibility for public funds. Both parties agree to be bound by the decision of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by the parties involved. The expenses of witnesses, including wages if appropriate, shall be borne by the party requiring the testimony of the witness.

WAGES AND HOURS OF WORK:

Article VII, Wages and Hours of Work, ¶ 7.01, Work Year

In this provision, the parties have differing positions on the total number of work days. In an effort to meet the needs of both sides, the following recommendation is made.

Recommendation:

Article VII, Wages and Hours of Work, ¶ 7.01, Work Year shall be amended to read as follows:

The work year for all full-time Bargaining Unit Members shall be one hundred eighty-two (182) student days and one hundred ninety (190) total work days. Effective July 1, 2014, up to two (2) of the annual work days are eligible to be converted into contractual working hours for purposes of staff professional development, as well as time to implement Professional Learning Communities (PLCs), or for other educational purposes as determined by the District Administration. A joint labor/management committee consisting of equal representation from the District and the Association shall be established for the purpose of making recommendations to the Association and the Board regarding the implementation of this provision, as well as the development of the Professional Learning Communities (PLCs) program on or before May 1, 2014, for implementation as of July 1, 2014. In the event that the joint labor/management committee does not yield an acceptable recommendation to either party, the matter will be resolved through the arbitration process on an expedited grievance/arbitration basis for the purpose of implementing the PLC program and the two (2) annual work day conversion during the 2014-2015 school year.

WAGES AND HOURS OF WORK:

Article VII, Wages and Hours of Work, ¶ 7.06, New Bargaining Unit Members.

The Board sought to add an additional day to the first year of new hires over that which is already contained in the collective bargaining agreement.

The Association sought no language change.

Recommendation:

No Change.

WAGES AND HOURS OF WORK:

Article VII, Wages and Hours of Work, ¶ 7.09, Recognition of Professional Responsibilities.

The Board seeks to expand the language of this provision to deal with Professional Learning Communities, professional development issues, or for such other purpose as deemed appropriate by the District Administration within its sole and exclusive discretion with the following proposal:

The Association and Bargaining Unit Members, recognize their professional responsibilities and obligations to meet with pupils, parents, and/or administrators to discuss matters of mutual concern, the implementation of Professional Learning Communities, professional development issues, or for such other purpose as deemed appropriate by the District Administration within its sole and exclusive discretion, before or after the normal school day, which shall include but not be limited to attending one (1) faculty meeting and one (1) department meeting monthly (each meeting may extend a Bargaining Unit Member's normal work day by a maximum of sixty (60) minutes. For elementary schools, this would be two (2) elementary faculty meetings per year). The two (2) hours of time can be eligible to be converted into contractual working hours for purposes of staff professional development.

The Association opposes the addition of the Board's new language.

Recommendation:

The Association and Bargaining Unit Members, recognize their professional responsibilities and obligations to meet with pupils, parents, and/or administrators to discuss matters of mutual concern, and effective as soon as practicable following the ratification of this Contract, the Association and Bargaining Unit Members, through the joint labor/management committee described above, shall discuss the implementation of the Professional Learning Communities that will be effective July 1, 2014, the implementation of the conversion of contractual working hours of the two (2) annual work days, professional development issues, or for such other purpose as deemed appropriate by the parties. It is understood that Bargaining Unit Members who are part of the joint labor/management committee, like all other Bargaining Unit Members, will be obligated to meet before or after the normal school day, which shall include but not be limited to attending one (1) faculty meeting and one (1) department meeting monthly Bargaining Unit Member's normal work day by a maximum of sixty (60) minutes.

WAGES AND HOURS OF WORK:

Article VII, Wages and Hours of Work, ¶ 7.10, Hourly Rate Formula.

The Board sought a language change to comport with its proposal on work time.

The Association sought no change in the language.

As this report does recommend a change, that change should be reflected in this provision.

Recommendation:

The number of hours should be converted to reflect the adjusted work time.

WAGES AND HOURS OF WORK:

Article VII, Wages and Hours of Work, ¶ 7.13, Preparation Periods for 6-12 Bargaining Unit Members.

Recommendation:

No change.

WAGES AND HOURS OF WORK:

Article VII, Wages and Hours of Work, ¶ 7.16, (Board Proposed New Language)

The Board proposed new language to be added to Article VII.

The Association did not address this language.

Recommendation:

No new language is to be added to Article VII, as ¶ 7.16.

PROFESSIONAL LEARNING COMMUNITIES PILOT

Recommendation:

This will be memorialized in a separate Memorandum of Understanding. The joint labor/management committee will determine the implementation of the Professional Learning Communities Pilot as aforesaid.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.02, Insurance Benefits.

The Board seeks cost savings benefits by ultimately moving to the Personal Choice 320 health care plan and by additional cost sharing on the part of the bargaining unit.

The Association seeks to have the Personal Choice 20/30/70 health care plan or the Personal Choice 10/20/70 health care plan serve as the primary health care plan, depending on when the bargaining unit member was hired. The Association seeks higher contributions from the Board to pay for these plans.

Recommendation:

The Health Care Plan should go to Personal Choice 320, however this should not occur until the last year of the collective bargaining agreement, as follows:

2012-2013 and 2013-2014 plan years – Status quo as per the current Collective Bargaining Agreement.

2014-2015 plan year – The Board will only offer the following plans:

1. Personal Choice 10/20/70 plan or its substantial equivalent.
2. Personal Choice 20/30/70 plan or its substantial equivalent.
3. Personal Choice 320 plan or its substantial equivalent.

The Board will contribute 88% of the premiums for the Personal Choice 320 plan or its substantial equivalent. Bargaining Unit Members who elect the 10/20/70 plan or the 20/30/70 plan will pay the difference in premiums between the Board's contribution to the Personal Choice 320 plan and the plan elected, through mandatory payroll deductions. This plan design shall apply regardless of any previous grandfathering for Bargaining Unit Members.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.02 Insurance Benefits, ¶ 9.022 Retiree Health Care Benefits.

The Board sought to add the following language to this contractual provision:

Bargaining Unit Members who retired after June 30, 1999, and prior to July 1, 2014, will be entitled to receive the individual (single) coverage in the Personal Choice 320 Plan and the prescription plan (hospitalization, medical/surgical, major medical insurance and prescription only) currently applicable to active Bargaining Unit Members. Bargaining Unit Members who are eligible for this benefit shall contribute toward their healthcare premiums at the same rate equivalent to the maximum reimbursement provided by the Public School Employees' Retirement System (currently \$100.00 per month) or at the same rate as active employees electing the coverage in question (other than newly

hired Bargaining Unit members), whichever is higher. In the event a Bargaining Unit Member is ineligible for the PSERS Premium Assistance Program, such Bargaining Unit Member shall contribute at the same rate as active employees, other than new employees.

The duration of the individual (single) coverage in the Personal Choice 320 Plan and the prescription plan (hospitalization, medical/surgical, major medical insurance and prescription only) will be based upon the duration in effect at the time of retirement. Should a Bargaining Unit Member become Medicare eligible during the duration of their coverage, the Board will receive a credit for the Medicare offering and would be only obligated to contribute to the Personal Choice 65 (QM70) not to exceed premium cost paid for coverage prior to age 65 for the Bargaining Unit Member.

The Association proposed no language change.

Recommendation:

To be conscious of the costs involved yet afford some form of stability for those employees who retire before July 1, 2014, the following recommendation is made:

Bargaining Unit Members who retired after June 30, 1999, but prior to July 1, 2014, will be entitled to receive insurance coverage on the same basis that they did under the prior Collective Bargaining Agreement, with the exception that the only plan available to this group of retirees will be the Personal Choice 320 plan and the prescription plan offered to active employees. This group of employees would have to contribute on the same basis as an active employee in the District.

Effective as of July 1, 2014, and thereafter, Bargaining Unit Members who fulfill the superannuated requirements established by the Public School Employees' Retirement System who also have a minimum of twenty (20) years of service in the District and who are or will be at least 50 years of age as of July 1, 2014, will be entitled to receive a District contribution of \$6,000.00 per year toward single employee health benefit coverage that will be provided for the shorter of any one of the following time periods: (1) five (5) years from the date of the Bargaining Unit Member's retirement; (2) until the Bargaining Unit Member's death; (3) until the Bargaining Unit Member reaches the age of Medicare eligibility; or (4) if the Bargaining Unit Member becomes employed by another employer providing healthcare benefits. This receipt of \$6,000.00 per year for up to five (5) years is expressly contingent upon the retiree not enrolling in any of the District-sponsored health benefit plans or programs. Annually, at open enrollment time, the District shall supply health benefit plan options for retirees that will not be part of the District-sponsored health benefit plans or programs, such as the PSERS Health Options Program or the Health Exchanges when and if they become available under the Affordable Care Act.

Any other Bargaining Unit Member who is not specifically identified as being eligible for retiree health benefits will not be entitled to receive any other retiree health benefits from the District.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.02 Insurance Benefits, ¶ 9.023, Dental Plan.

The Board sought the following language changes in this provision:

Effective January 1, 2014, until June 30, 2014, the Board will provide coverage under West Chester School District self-insured plan or equivalent. Maximum coverage is one thousand five hundred dollars (\$1,500) each calendar year. Coverage includes major restorative treatment and orthodontics providing maximum sixty percent (60%) of two thousand dollars (\$2,000) protection.

Effective July 1, 2014, all Bargaining Unit Members utilizing out-of-network providers for services will be required to pay all charges above the maximum in-network plan allowance. Additionally, Bargaining Unit Members utilizing out-of-network providers will be required to pay 20% of the cost for Basic Services

(basic restorative, oral surgery, endodontic, periodontics, posterior composite, denture repair, injectable antibiotics, bridge repair, and recementation) and 40% of the cost for Major Restorative treatment (gold restoration, inlays, onlays, crowns, bridges, partials, or dentures). All Bargaining Unit Members are subject to \$25 per person/\$75 per family annual (calendar year) deductible.

New Bargaining Unit Members will wait ninety (90) days from the first day worked before Dental plan benefits are provided.

Effective for the period between January 1, 2013, and December 31, 2013, the Board will pay one hundred percent (100%) toward the Dental Plan premiums for the individual and dependent. Effective January 1, 2014, the Board will pay eighty-five percent (85%) toward the Dental Plan premiums for the individual and dependent.

The Association sought the following language changes in this provision:

Premiums for individual and dependent coverage under West Chester School District self-insured plan or equivalent basic care plan will be paid by the Board. Maximum coverage is two thousand five hundred dollars (\$2,500) each calendar year. Coverage includes major restorative treatment and orthodontics providing maximum sixty percent (60%) of three thousand five hundred (\$3,500) protection.

New Bargaining Unit Members will wait ninety (90) days from the first day worked before Dental plan benefits are provided.

Recommendation:

Effective January 1, 2014, until June 30, 2014, the Board will provide coverage under West Chester School District self-insured plan or equivalent. Maximum coverage is one thousand five hundred dollars (\$1,500) each calendar year. Coverage includes major restorative treatment and orthodontics providing maximum sixty percent (60%) of two thousand dollars (\$2,000) protection.

Effective July 1, 2014, all Bargaining Unit Members utilizing out-of-network providers for services will be required to pay all charges above the maximum in-network plan allowance. Additionally, Bargaining Unit Members utilizing out-of-network providers will be required to pay 20% of the cost for Basic Services (basic restorative, oral surgery, endodontic, periodontics, posterior composite, denture repair, injectable antibiotics, bridge repair, and recementation) and 40% of the cost for Major Restorative treatment (gold restoration, inlays, onlays, crowns, bridges, partials, or dentures). All Bargaining Unit Members are subject to \$25 per person/\$75 per family annual (calendar year) deductible.

New Bargaining Unit Members will wait ninety (90) days from the first day worked before Dental plan benefits are provided.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.02 Insurance Benefits, ¶ 9.024, Prescription Drug Plan.

The Board sought changes to the existing language.

The Association opposes any changes.

Recommendation:

1. Effective July 1, 2012, until June 30, 2014, the District will pay the premium cost for the individual and dependent prescription drug coverage, with costs limited to a \$10.00 deductible for generic drugs and a \$20.00 deductible for brand name drugs. When a generic drug is available, unless the physician has specified in writing that brand name is to be dispensed, the plan will only cover the cost of the generic drug, less the \$10.00 deductible. Where the physician has specified in writing

that a brand name drug must be dispensed, or where a generic drug is not available, the plan will cover the cost of the brand name drug, less the \$20.00 deductible.

2. Effective July 1, 2014, and each school year thereafter, the District will provide for the individual and dependent prescription drug coverage, with costs limited to a \$10.00 deductible for generic drugs, a \$25.00 deductible for brand name drugs, and a \$40.00 deductible for formulary drugs. When a generic drug is available, the plan will only cover the cost of the generic drug, less the \$10.00 deductible (DAW2) (Dispense As Written 2 where the employee pays the difference when there is an available generic).
3. The mail service prescription plan and the Client Based Network shall provide for two (2) co-pays per ninety (90) day supply.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.02 Insurance Benefits, ¶ 9.024, Prescription Drug Plan.

The Board proposed new language to this provision which would require bargaining unit members to pay a premium share for prescription drug coverage.

The Association opposes any premium share on prescription drug coverage.

Recommendation:

No premium share is recommended.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.02 Insurance Benefits, ¶ 9.025, Vision Care Plan.

The current language of this provision reads in pertinent part, as follows:

Premiums for individual and dependent coverage for the District's plan in effect as of January 1, 1985, will be paid by the Board, but shall include biennial examinations and biennial replacement of eyeglasses or contacts, if warranted, to a maximum replacement value of one hundred dollars (\$100) per year.

New Bargaining Unit Members will wait ninety (90) days from first day worked before benefits are provided.

The Board sought to keep the maximum replacement value to \$100.00 and, effective January 1, 2014, pay 85% toward the Vision Plan premiums for individual and dependent.

The Association sought to increase the maximum replacement value to \$500.00 with no sharing of Vision Plan premium costs.

Recommendation:

Effective July 1, 2014, the Board will pay eighty-eight percent (88%) toward the Vision Plan premiums for the individual and dependent. The \$100.00 maximum shall be increased to \$200.00.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.05, Tuition Reimbursement.

The Board is seeking substantial cost reductions in the area of Tuition Reimbursement.

The Association seeks 90% reimbursement of the cost of all graduate courses taken within the Bargaining Unit Member's assigned teaching field up to a Master's degree and 40% of the cost of graduate courses post

Master's and outside the Bargaining Unit Member's assigned teaching field while in the service of the School District.

Recommendation:

While recognizing that some cost reductions are appropriate, the following recommendation is more moderate than the Board's proposal.

Effective for tuition reimbursement requests on or after January 1, 2014, the Board agrees to reimburse each Bargaining Unit Member who qualifies for ninety percent (90%) of the cost of all courses taken within the Bargaining Unit Member's assigned teaching field leading to a first master's degree and thirty percent (30%) of the cost of graduate courses that are part of a pre-approved master's degree (beyond the first master's degree) or graduate program approved by the Superintendent within his sole and exclusive discretion. Reimbursement is subject to the following:

- a. No more than nine (9) credits may be taken during any school year, July 1st through June 30th.
- b. The total amount of tuition fees annually cannot exceed \$2,500.00 per Bargaining Unit Member.
- c. Request for reimbursement must be filed prior to registration for the courses. In order to be reimbursed, each course must be pre-approved in writing by the Superintendent or designee.
- d. All credits shall be earned at an accredited college or university.
- e. Courses must be completed with a grade of "B" or better.
- f. No reimbursements will be made for credits which are otherwise subsidized by scholarships, fellowships, or government grants. Requests for reimbursement for courses offered on videotape shall be considered on a case-by-case basis. Requests for reimbursement for travel or weekend courses shall not be granted unless good cause is shown by the Bargaining Unit Member that such courses are clearly relevant in the Bargaining Unit Member's current assignment.
- g. A Bargaining Unit Member enrolled in a graduate degree program within the Bargaining Unit Member's assigned teaching field leading to a first Master's degree will provide the Director of Human Resources office with a copy of that Bargaining Unit Member's graduate program approval from the college or university. Reimbursement will be made at ninety percent (90%) for all graduate courses required in the approved program. Prior approval from the administration must be obtained.
- h. Any past practices with respect to approval of undergraduate, graduate programs, or programs will be deemed to be null and void as of the date of ratification of the Collective Bargaining Agreement and the Superintendent will not be bound with respect to any past practices in approving any such courses and/or programs in the future.
- i. The per credit reimbursement shall be limited to the West Chester University graduate rate in effect as of the time of the reimbursement.

Reimbursement for the cost of graduate courses leading to a first master's degree for part-time Bargaining Unit Members shall be on a pro-rata basis.

Board appointed long-term substitutes are not eligible for tuition reimbursement.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.061, Changes in Preparation Level.

The Board proposal reads in pertinent part, as follows:

To the extent that advancement on the salary schedule is permitted during the school year in question, it will be approved upon satisfactory completion of the necessary graduate credits by September 1 every two (2) years, provided the Bargaining Unit Member:

- a. Informs the District in writing, prior to the preceding June 1, that the Bargaining Unit Member will attain the necessary credits by September 1 of the next school year.
- b. Informs the District in writing upon completion of the necessary credits and provides the District with a copy of a transcript from the graduate school attended.
- c. The graduate courses must be completed with a grade "B" or better in a graded course, and a pass in a pass/fail course.

The Association proposal reads in pertinent part, as follows:

To the extent that advancement on the salary schedule is permitted during the school year in question, it will be approved upon satisfactory completion of the necessary graduate credits by September 1 of every one (1) year.

Recommendation:

Bargaining Unit Members will be limited to only one (1) column movement for horizontal movement per year based upon credits received by September 1 of the school year, provided that the Bargaining Unit Member:

- a. Informs the District in writing, prior to the preceding June 1, that the Bargaining Unit Member will attain the necessary credits by September 1 of the next school year.
- b. Informs the District in writing upon completion of the necessary credits and provides the District with a copy of a transcript from the graduate school attended.
- c. The graduate courses must be completed with a grade "B" or better in a graded course, and a pass in a pass/fail course.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.063, Changes in Preparation Level [New Language].

The Board proposed new language for this provision which would eliminate certain columns on the salary schedule.

The Association is opposed to this new language without conditions to protect the wage progression of the bargaining unit.

Recommendation:

No change.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.064, Changes in Preparation Level [New Language].

The Board proposed the following new language:

To the extent that horizontal movement will be permitted, the District will recognize only six (6) credits per year at maximum for horizontal movement per Bargaining Unit Member. This will include any banked credits accrued by Bargaining Unit Members prior to the effective date of this Collective Bargaining Agreement.

The Association did not respond to this issue.

Recommendation:

To the extent that horizontal movement will be permitted, the District will recognize only nine (9) credits per year at maximum for horizontal movement per Bargaining Unit Member. This will include any banked credits accrued by Bargaining Unit Members prior to the effective date of this Collective Bargaining Agreement.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.065, Changes in Preparation Level [New Language].

The Board proposed the following new language:

To the extent that horizontal movement is recognized during a particular contract year of this Collective Bargaining Agreement, the District will no longer recognize undergraduate or graduate credits for horizontal movement purposes that are taken at random that are not part of an approved program by the Superintendent or the Superintendent's designee. This will also cover undergraduate or graduate credits that were taken for horizontal movement purposes at random that were not part of an approved program by the Superintendent or the Superintendent's designee that were banked prior to the effective date of this Collective Bargaining Agreement.

The Association had no response to this issue.

Recommendation:

To the extent that horizontal movement is recognized during a particular contract year of this Collective Bargaining Agreement, the District will no longer recognize undergraduate or graduate credits for horizontal movement purposes that are taken at random that are not part of an approved program by the Superintendent or the Superintendent's designee. This will also cover undergraduate or graduate credits that were taken for horizontal movement purposes at random that were not part of an approved program by the Superintendent or the Superintendent's designee that were banked prior to the effective date of this Collective Bargaining Agreement.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.08, Conclusion of Severance Pay for Pensioners.

The Board proposed to change the existing language of this provision.

The Association opposes any change.

Recommendation:

No change is recommended.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.10, Personal Leave Days 2

The Board proposed to change the existing language of this provision to contract the number of personal leave days.

The Association opposes any change.

Recommendation:

No change is recommended.

EMPLOYEE BENEFITS

Article IX, Employee Benefits, ¶ 9.10, Personal Leave Days 3

The Association proposed to change the existing language of this provision to expand the use of personal days. The Board opposes any change.

Recommendation:

No change is recommended.

STRIKES AND LOCKOUTS

Article X, Strikes and Lockouts.

The Association proposed that new language be added to this provision of the parties' contract that would prevent the District from seeking any penalties for strikes.

The Board opposes such language.

Recommendation:

No change is recommended.

WAGE SETTLEMENTS

Article XI, Wage Settlements, ¶ 11.01.

The current economic climate and the fiscal constraints facing school districts today are unprecedented. The slow economic recovery that the country is experiencing has impacted on school districts in the Commonwealth. The effect of Act 1 on the ability of a district to raise revenues and the decreased market values of real property, the primary source of tax revenues for a school districts, has placed financial burdens on districts. The limited tax dollars that are available for public school districts are being depleted by the cost of charter and cyber schools to the districts. In addition, districts are facing a looming crisis presented by the expanding costs of PSERS. While this is certainly not the fault of the Association or the District, it is the current situation in which we find ourselves.

These challenges require innovative approaches to bargaining. There must be a balancing between ever increasing health care costs and the limited economic resources available in the foreseeable future. In view of this, the salary schedules recommended must be seen in tandem with the health care recommendations as part of a "package" that, hopefully, will lead to a contract.

Recommendation:

Because the Board is getting the benefit of health care concession savings in the third year of the contract, it is recommended that this be offset with the recommended wage increases that have their greatest impact in the third year of the contract, as follows:

2012-2013 – No horizontal or vertical movement.

2013-2014 – Effective the 14th pay, step movement and column movement with a \$500.00 off-schedule bonus to Bargaining Unit Members who are at Step 17 and who performed services for the District for all of the 2012-2013 school year.

2014-2015 – Effective the 14th pay, step movement and column movement with a \$1,000.00 off-schedule bonus to Bargaining Unit Members who are at Step 17 and who performed services for the District for all of the 2013-2014 school year.

No compensation increase will be given to a Bargaining Unit Member receiving an overall unsatisfactory rating in any one school year. A Bargaining Unit Member will not be entitled to receive any increase in compensation until such time as a Bargaining Unit Member receives a satisfactory performance evaluation for the entire following year. Bargaining Unit Members who seek to challenge the issue of an unsatisfactory rating and not receiving a compensation increase shall be entitled to file a grievance in accordance with the Collective Bargaining Agreement.

The recommendations for the salary schedules for the three years of this contract are set forth below:

2012-2013 Salary Schedule

**West Chester Area School District
Salary Schedule**

To Top	Step	BS	BS +12	BS +24	ME	MS	MS +15	MS +30	M +45	M+60	PhD
16	1	\$46,000	\$47,000	\$48,000	\$48,600	\$51,300	\$53,000	\$54,700	\$56,400	\$58,100	\$59,800
15	2	\$46,900	\$47,900	\$48,900	\$49,500	\$52,400	\$54,100	\$55,800	\$57,500	\$59,200	\$60,900
14	3	\$47,800	\$48,800	\$49,800	\$50,400	\$53,500	\$55,200	\$56,900	\$58,600	\$60,300	\$62,000
13	4	\$48,700	\$49,700	\$50,700	\$51,300	\$54,600	\$56,300	\$58,000	\$59,700	\$61,400	\$63,100
12	5	\$49,600	\$50,600	\$51,600	\$52,200	\$55,700	\$57,400	\$59,100	\$60,800	\$62,500	\$64,200
11	6	\$50,500	\$51,500	\$52,500	\$53,100	\$56,800	\$58,500	\$60,200	\$61,900	\$63,600	\$65,300
10	7	\$51,400	\$52,400	\$53,400	\$54,000	\$57,900	\$59,600	\$61,300	\$63,000	\$64,700	\$66,400
9	8	\$52,400	\$53,400	\$54,400	\$55,000	\$59,100	\$60,800	\$62,500	\$64,200	\$65,900	\$67,600
8	9	\$53,400	\$54,400	\$55,400	\$56,000	\$60,600	\$62,300	\$64,000	\$65,700	\$67,400	\$69,100
7	10	\$54,900	\$55,900	\$56,900	\$57,500	\$62,000	\$63,700	\$65,400	\$67,100	\$68,800	\$70,500
6	11	\$55,900	\$56,900	\$57,900	\$58,500	\$63,005	\$64,705	\$66,405	\$68,105	\$69,805	\$71,505
5	12	\$58,300	\$59,300	\$60,300	\$60,900	\$65,405	\$67,105	\$68,805	\$70,505	\$72,205	\$73,905
4	13	\$63,300	\$64,300	\$65,300	\$65,900	\$70,405	\$72,105	\$73,805	\$75,505	\$77,205	\$78,905
3	14	\$68,300	\$69,300	\$70,300	\$70,900	\$75,405	\$77,105	\$78,805	\$80,505	\$82,205	\$83,905
2	15	\$73,300	\$74,300	\$75,300	\$75,900	\$80,405	\$82,105	\$83,805	\$85,505	\$87,205	\$88,905
1	16	\$79,700	\$80,700	\$81,700	\$82,300	\$85,405	\$87,105	\$88,805	\$90,505	\$92,205	\$93,905
Top	17	\$84,200	\$85,200	\$86,200	\$86,800	\$90,605	\$92,305	\$94,005	\$95,705	\$97,405	\$99,105

2013-2014 Salary Schedule

**West Chester Area School District
Salary Schedule**

To Top	Step	BS	BS +12	BS +24	ME	MS	MS +15	MS +30	M +45	M+60	PhD
16	1	\$46,000	\$47,000	\$48,000	\$48,600	\$51,300	\$53,000	\$54,700	\$56,400	\$58,100	\$59,800
15	2	\$46,900	\$47,900	\$48,900	\$49,500	\$52,400	\$54,100	\$55,800	\$57,500	\$59,200	\$60,900
14	3	\$47,800	\$48,800	\$49,800	\$50,400	\$53,500	\$55,200	\$56,900	\$58,600	\$60,300	\$62,000
13	4	\$48,700	\$49,700	\$50,700	\$51,300	\$54,600	\$56,300	\$58,000	\$59,700	\$61,400	\$63,100
12	5	\$49,600	\$50,600	\$51,600	\$52,200	\$55,700	\$57,400	\$59,100	\$60,800	\$62,500	\$64,200
11	6	\$50,500	\$51,500	\$52,500	\$53,100	\$56,800	\$58,500	\$60,200	\$61,900	\$63,600	\$65,300
10	7	\$51,400	\$52,400	\$53,400	\$54,000	\$57,900	\$59,600	\$61,300	\$63,000	\$64,700	\$66,400
9	8	\$52,400	\$53,400	\$54,400	\$55,000	\$59,100	\$60,800	\$62,500	\$64,200	\$65,900	\$67,600
8	9	\$53,400	\$54,400	\$55,400	\$56,000	\$60,600	\$62,300	\$64,000	\$65,700	\$67,400	\$69,100
7	10	\$54,900	\$55,900	\$56,900	\$57,500	\$62,000	\$63,700	\$65,400	\$67,100	\$68,800	\$70,500
6	11	\$55,900	\$56,900	\$57,900	\$58,500	\$63,005	\$64,705	\$66,405	\$68,105	\$69,805	\$71,505
5	12	\$58,300	\$59,300	\$60,300	\$60,900	\$65,405	\$67,105	\$68,805	\$70,505	\$72,205	\$73,905
4	13	\$63,300	\$64,300	\$65,300	\$65,900	\$70,405	\$72,105	\$73,805	\$75,505	\$77,205	\$78,905
3	14	\$68,300	\$69,300	\$70,300	\$70,900	\$75,405	\$77,105	\$78,805	\$80,505	\$82,205	\$83,905
2	15	\$73,300	\$74,300	\$75,300	\$75,900	\$80,405	\$82,105	\$83,805	\$85,505	\$87,205	\$88,905
1	16	\$79,700	\$80,700	\$81,700	\$82,300	\$85,405	\$87,105	\$88,805	\$90,505	\$92,205	\$93,905
Top	17	\$84,200	\$85,200	\$86,200	\$86,800	\$90,605	\$92,305	\$94,005	\$95,705	\$97,405	\$99,105

2014-2015 Salary Schedule

**West Chester Area School District
Salary Schedule**

To Top	Step	BS	BS +12	BS +24	ME	MS	MS +15	MS +30	M +45	M+60	PhD
16	1	\$46,000	\$47,000	\$48,000	\$48,600	\$51,300	\$53,000	\$54,700	\$56,400	\$58,100	\$59,800
15	2	\$46,900	\$47,900	\$48,900	\$49,500	\$52,400	\$54,100	\$55,800	\$57,500	\$59,200	\$60,900
14	3	\$47,800	\$48,800	\$49,800	\$50,400	\$53,500	\$55,200	\$56,900	\$58,600	\$60,300	\$62,000
13	4	\$48,700	\$49,700	\$50,700	\$51,300	\$54,600	\$56,300	\$58,000	\$59,700	\$61,400	\$63,100
12	5	\$49,600	\$50,600	\$51,600	\$52,200	\$55,700	\$57,400	\$59,100	\$60,800	\$62,500	\$64,200
11	6	\$50,500	\$51,500	\$52,500	\$53,100	\$56,800	\$58,500	\$60,200	\$61,900	\$63,600	\$65,300
10	7	\$51,400	\$52,400	\$53,400	\$54,000	\$57,900	\$59,600	\$61,300	\$63,000	\$64,700	\$66,400
9	8	\$52,400	\$53,400	\$54,400	\$55,000	\$59,100	\$60,800	\$62,500	\$64,200	\$65,900	\$67,600
8	9	\$53,400	\$54,400	\$55,400	\$56,000	\$60,600	\$62,300	\$64,000	\$65,700	\$67,400	\$69,100
7	10	\$54,900	\$55,900	\$56,900	\$57,500	\$62,000	\$63,700	\$65,400	\$67,100	\$68,800	\$70,500
6	11	\$55,900	\$56,900	\$57,900	\$58,500	\$63,005	\$64,705	\$66,405	\$68,105	\$69,805	\$71,505
5	12	\$58,300	\$59,300	\$60,300	\$60,900	\$65,405	\$67,105	\$68,805	\$70,505	\$72,205	\$73,905
4	13	\$63,300	\$64,300	\$65,300	\$65,900	\$70,405	\$72,105	\$73,805	\$75,505	\$77,205	\$78,905
3	14	\$68,300	\$69,300	\$70,300	\$70,900	\$75,405	\$77,105	\$78,805	\$80,505	\$82,205	\$83,905
2	15	\$73,300	\$74,300	\$75,300	\$75,900	\$80,405	\$82,105	\$83,805	\$85,505	\$87,205	\$88,905
1	16	\$79,700	\$80,700	\$81,700	\$82,300	\$85,405	\$87,105	\$88,805	\$90,505	\$92,205	\$93,905
Top	17	\$84,200	\$85,200	\$86,200	\$86,800	\$90,605	\$92,305	\$94,005	\$95,705	\$97,405	\$99,105

SUPPLEMENTAL CONTRACTS

The Association seeks to increase the pay rate for supplemental contracts.

The Board opposes any increase at this time.

Recommendation:

All Supplemental contract pay rates shall remain frozen at 2011-2012 levels for the life of the Collective Bargaining Agreement.

Aside from editorial changes regarding the updating of relevant dates and corresponding contractual language that may have been mutually agreed upon by the parties, all provisions of the contract and all issues in dispute for which no recommendation for change has been made in the subject Report should remain as is.

Having conducted a Fact Finding hearing pursuant to Act 88 and Act 195, having taken testimony under oath, and having considered the evidence to better understand the respective positions of the parties, I respectfully submit this Report.

John M. Skonier
Fact Finder