

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(	Fact-Finding Report
	(	and
Between	(	Recommendations
	(	
Pine-Richland School District	(	Case No. ACT 88-14-3-W
	(	
and	(	Date of Hearing: February 14, 2014
	(	
Pine-Richland Education Association, PSEA/NEA	(	Date of Report: March 3, 2014
	(	

Michelle Miller-Kotula  
Fact-Finder

For the District:

Owen R. Kenney, Esq.  
Director of HR & Legal Affairs  
Pine-Richland School District  
702 Warrendale Road  
Gibsonia, PA 15044

For the Association:

Daniel Carey  
Regional Field Director  
UniServ Representative  
10 South 19<sup>th</sup> Street  
Pittsburgh, PA 15203

**Background**

By letter dated January 21, 2014, 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 Pine-Richland School District (hereafter referred to as the "District") and Pine-Richland Education Association, PSEA/NEA (hereafter referred to as the "Association"). The Association represents a unit of approximately 336 bargaining unit teachers, who work for the District, located in Gibsonia, 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 "CBA") which was effective by its terms with a two year extension from July 1, 2006 to June 30, 2012. The parties began informal negotiations in the fall of 2011 and formal negotiations commenced in January, 2012. The parties reached a number of tentative agreements, 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 by both parties.

In accordance with the Board's Order, the parties filed written statements of the issues in dispute with the Fact-Finder involving the following:

- |                      |   |
|----------------------|---|
| <b>Article V</b>     | <b>School Year</b><br><b>(A) Number of days worked per year</b>   |
| <b>Article IX</b>    | <b>Professional Qualifications &amp; Assignments</b><br><b>(C) Length of the lunch period at the secondary level</b><br><b>(C) How duty periods are assigned at the secondary level</b><br><b>(C) The inclusion of a homeroom period at the secondary level</b> |
| <b>Article XVI</b>   | <b>Retirement Program</b>   |
| <b>Article XVIII</b> | <b>Economic Considerations &amp; Professional Compensation (D) Health Insurance</b><br><b>(D) Long term substitute access to health care / cost</b>   |

**(G) Annuity Option**  
**(K) Salary**  
**(K) Long Term Substitute pay rate**

**Article XX**

**Miscellaneous Provisions**  
**Zipper clause**

On February 14, 2014, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Gibsonia, Pennsylvania. 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 between the parties. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues. The parties also informed the Fact-Finder of tentative agreements that were reached.

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 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 District 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 CBA created through this process.

**ISSUES IN DISPUTE AND RECOMMENDATIONS**

**ARTICLE V – School Year**  
**(A) Number of Days Worked Per Year**

**District Position:**

The District takes the position the number of days worked per year should remain at 193 total days. The District proposes to reduce the number of student days from 186 to 182 and increase the number of in-service days (from 4 to 6) and clerical days (from 3 to 5).

The District proposes changes to the language and it has been tentatively agreed to by the parties. However, the only outstanding issue is the fact the Association has reserved the right to negotiate the total number of days worked per year as part of the overall economic package. The District states the total number of days worked has not changed from the previous CBA and remains consistent with the number of days worked since the 2008-2009 school year.

It is the District's position it has a strong need for additional professional development time, but the Association identified the need for additional clerical time throughout the year to keep up with grades, student records and other paperwork / reporting requirements. As a compromise, the parties initially attempted to address both needs by reducing the number of student days from 186 to 182 days, which would free up four (4) days for either professional development or clerical time. The District finds no reason to reduce the total number of days worked. However, if there was a reduction, it would only be willing to reduce the number of clerical days worked per year. The District is unwilling to reduce the number of student days or the additional in-service time with faculty and staff.

**Association Position:**

The Association contends the parties have come to an agreement regarding the school year. The Association reserves the right to reopen this CBA in the event the financial agreement includes a wage freeze in any form. In the event of a freeze in any year, the Association seeks a reduction of three (3) administrative days as defined in the tentative agreement. The Association feels a reduction in time is a fair trade-off for a wage freeze.

**Recommendation:**

This Fact-Finder recommends the number of days worked per year remain unchanged.

**ARTICLE IX – Professional Qualifications and Assignments  
(C) Length of Lunch Period at Secondary Level**

**District Position:**

It is the District’s position employees at the secondary level will be guaranteed a lunch period not less than thirty (30) minutes in duration.

The District contends the Pennsylvania School Code mandates all professional and temporary professional employees shall be allowed a lunch period free of supervisory or other duties of at least thirty (30) minutes. Historically all primary and elementary school buildings within the District had a thirty (30) minute lunch period. Prior to the 2012-2013 school year the District implemented a homeroom period with the intention of providing a single point of contact for students and to allow teachers to get to know students better. This also coincided with the roll-out of the Olweus Bullying Prevention Program. The District restructured the class schedule and reduced student and secondary employees’ lunch periods from forty-two (42) minutes to thirty (30) minutes. The District takes the position a more structured homeroom period was created and shortening the lunch period addressed behavioral concerns in the cafeteria.

**Association Position:**

The Association proposes for the lunch period to be the same length as a normal period.

The Association contends there is a longstanding practice of the secondary lunch period being the same length as a normal period. The District reduced it to 30 minutes when the elementary staff filed a grievance about not getting the minimum 30 minute duty free lunch per the School Code. This is the subject of a current grievance that is being processed to arbitration.

**Recommendation:**

This Fact-Finder has carefully reviewed and considered the positions of the parties and it is recommended to accept the District’s proposal.

**ARTICLE IX – Professional Qualifications & Assignments  
(C) Duty Period Assignments (Secondary Level)**

**District Position:**

The District proposes to develop a system for assigning class coverage and duty assignments. The District will review the assignments with the Pine-Richland Education Association (PREA) prior to the beginning of each school year.

The District is willing to develop a more systematic approach to class coverage and duty assignment that takes into account feedback of the Association. All class coverage / duty assignments would be reviewed by PREA so that any concerns regarding the scheduling of the class coverage / duty periods could be addressed collaboratively prior to the beginning of school. The District is looking to make sure work assignments are assigned equitably and to address issues as they arise.

It is the contention of the District in the tentative agreement of Article IX the parties agreed to language that would provide employees the opportunity to identify their preferred duty assignments so that the District may consider those preferences during the scheduling process. To resolve this issue, the District is willing to provide for language that gives PREA the right to review the assignments prior to the beginning of each school year.

**Association Position:**

The Association is seeking language that would distribute duty period assignments equitably.

**Recommendation:**

It is this Fact-Finder’s recommendation to accept the District’s proposal related to this language.

**ARTICLE IX – Professional Qualifications & Assignments  
(C) Inclusion of a Homeroom Period at the Secondary Level**

**District Position:**

It is the position of the District a homeroom period may be assigned to professional employees at the secondary level, which shall not require the employee to engage in planning for the period.

The District contends a homeroom period for the secondary level was instituted at the beginning of the 2012-2013 school year. The homeroom period is a way to provide students a single point of contact as they move through the building during their high school career. It affords the teachers the opportunity to get to know a group of students more closely and potentially identify issues that may occur.

It is the District's intent to have freshman students, once assigned to a homeroom to remain in that homeroom, with the same teacher, same location, and same locker for the remainder of their high school career. Sixty eight (68) out of 110 faculty members at the High School are assigned a homeroom. Other faculty members are assigned as floaters/back-up for coverage as needed.

In response to the teachers' concern about facilitating the Olweus Bullying Prevention Program during the homeroom period, the District proposed language that would restrict its ability to assign any program that would require the teachers to engage in additional preparation for the period. The District argues the homeroom period is vital for developing relationships between the students and faculty. It provides a point of consistency each year for the students and should continue.

**Association Position:**

The Association takes the position the District created a homeroom period by "carving out" time from the original secondary lunch period. The need can be addressed without adding additional duties to the professional staff. The addition of the Olweus Bullying curriculum during homeroom period amounts to an additional teaching duty, which is the subject of a pending grievance.

**Recommendation:**

It is this Fact-Finder's recommendation to accept the District's proposal.

**ARTICLE XVI – Retirement Program  
Retirement Incentive**

**District Position:**

The District proposes no change to the Retirement Program language.

With the increasing cost of providing post-retirement medical benefits, the District made a concerted effort to eliminate the provision of post-retirement medical benefits to its employees during the 2006-2010 negotiations. In the 2006-2010 contract, which was ratified by the Association, there was a "sunset" provision included in the contract. Any employee who was eligible and did not retire by the end of the contract term would not be eligible for post-retirement medical benefits in the future, regardless of status quo or any other circumstances. The parties mutually agreed to extend the "sunset" clause of the retiree health care provisions an additional two years to coincide with the CBA extension.

The District submits overall the annual retiree healthcare costs approximately \$1,000,000. The District eliminated post-retirement medical benefits for the administrators and support staff in June 2011. Based on the amount of financial liability to the District in both the long and short term, the issue of equity amount employees, as well as the fact the District actively pursued and achieved the elimination of the program during the 2006 and 2010 negotiations, the District is not interested in continuing the post-retirement medical plan for its professional employees in the future.

**Association Position:**

The Association seeks the inclusion of a Retirement Incentive in the CBA. Such incentive encourages people to retire before the age of 65, saving the District money. Professional employees who are otherwise superannuated will continue to work due to the cost of Health Care.

**Recommendation:**

It is this Fact-Finder's recommendation to accept the District's proposal related to this language.

**Article XVIII – Economic Considerations & Professional Compensation  
(D) Health Care Premium Share Contributions**

**District Position:**

The District proposes to increase the premium share contribution by 1% each year of the CBA (i.e.6%, 7%, 8%, 9%, 10%) without any caps on the amount of the contribution.

The District submits it has paid substantial health care premiums over the past several school years. Since 2004, the average premium increase has been 4.625% per year. The rate stabilization occurred primarily by the Allegheny County Schools Health Insurance Consortium (ACSHIC) drawing down its fund balance. The ACSHIC has indicated it will need to look at larger rate increases and additional plan design changes to be sustainable.

It is noted by the District its other support staff CBA’s pay amounts without a cap on their contributions, which is not equitable. The support staff is represented by the same union and has less ability to pay for their medical benefits, yet is paying more toward health care and have no cap. In order for there to be equity among the District’s employees, to offset the increasing cost of health care and to fully engage the employees for the purpose of the labor-management relationship established through ASCHIC, the District is seeking a 1% increase to the premium contribution each year with an elimination of the caps provided in prior CBA’s.

**Association Position:**

The Association is open to increasing the premium share contribution, as long as it is balanced with an appropriate increase in salary. The Association believes premium contributions should be comparable to other Districts of similar economic status.

**Recommendation:**

This Fact-Finder recommends to increase the premiums each year as follows:

Eff. 4-1-14	5.5%
2014-2015	6.0%
2015-2016	7.0%
2016-2017	8.0%

It is further recommended by the Fact-Finder to increase the cap amounts as follows:

	<b>Individual</b>	<b>All other types</b>
Eff. 4-1-14	\$37.50	\$90.00
2014-2015	\$47.50	\$100.00
2015-2016	\$57.50	\$110.00
2016-2017	\$67.50	\$120.00

**ARTICLE XVIII – Economic Considerations & Professional Compensation  
(D) Long Term Substitute Health Care Cost**

**District Position:**

The District proposes the following: Long-Term Substitutes shall be eligible for medical, dental and vision coverage at their own cost if in a single assignment for more than one (1) semester.

The District states currently long-term substitutes obtain access to health insurance through the District for any assignment that extends longer than one semester. They are able to obtain individual coverage under the same terms and conditions as regular employees, but must pay any difference for a plan that includes dependents.

It is the District’s position the approximate cost to provide benefits to an average of seven (7) long-term substitutes per year would be \$23,934. The District points out it is not seeking to limit the long-term substitutes’ access to health care within the District, but due to the short-term nature of the positions and the increasing cost of health care, it is seeking to eliminate the subsidized healthcare for the long-term substitutes.

**Association Position:**

The Association wants to preserve the current language providing for single coverage after 90 days of service. The provision of health care encourages qualified applicants to serve the District and creates a pool of qualified and experienced applicants to fill permanent positions.

**Recommendation:**

It is this Fact-Finder’s recommendation to retain the current language.

**Article XVIII - Economic Considerations & Professional Compensation  
(G) - Annuity Option**

**District Position:**

The District proposes no change to the current language.

It is the District’s position individuals who opt-out of its health care plan are provided with a \$2500 tax sheltered annuity. There are thirty-five (35) members of the bargaining unit who currently take advantage of this option. The District states the Association in its proposal is looking to increase the payout to 50% of the cost of the premium. The District argues an increase in the opt out amount would increase its liability. Although the Association indicates its survey reveals additional employees would participate if the plan was changed, it is uncertain about the breakeven point and the actual participation levels by the membership.

The District contends with the level of uncertainty surrounding the Association's proposal, its implementation and its possible negative impact on the District financially, it cannot agree to this modification of the Annuity Option within the CBA.

**Association Position:**

The Association seeks an increase in the Annuity Option to 50% of the current cost of health care. It is noted additional employees opting out of health care would create a cost savings to the District. The Association surveyed its membership and identified a substantial number of additional employees who would be interested. Language tying the increase to a guaranteed number of employees would be acceptable.

**Recommendation:**

This Fact-Finder has carefully reviewed and considered all of the information presented by the parties related to the annuity option. It is recommended for the District to continue the annuity option at its present rate.

**ARTICLE XVIII – Economic Considerations & Professional Compensation  
(K) – Salary**

**District Position:**

The District proposes a five year contract, with an average salary increase of 2.75% each year and full retroactivity. This proposal includes the following:

Year 1 (2012-2013) 1.68% increase, no step movement, smooth the increments throughout the salary schedule, convert step 17A and 17B into steps 17 and 18 respectively, reduce incremental cost of the top three steps by \$1,136.

Year 2 (2013-2014) 3.01% increase, full step movement, no on-scale increases.

Year 3 (2014-2015) 2.97% increase, \$2,498 placed on each step 1 through 16, no step movement, freeze the value of the top two steps, increase starting salary by \$2,498, reduce incremental cost of the top three steps by \$2,498.

Year 4 (2015-2016) 3.45% increase, full step movement, no on-scale increase

Year 5 (2016-2017) 2.63% increase, \$2,498 placed on each step 1 through 16, no step movement, freeze the value of the top two steps, increase starting salary by \$2,498, reduce incremental cost of the top three steps by \$2,498.

The District is concerned about growing the overall compensation expenses faster than the general rate of inflation and faster than Act 1 would permit to increase taxes. It would be fiscally irresponsible to allow the compensation expense to increase disproportionality to the overall permitted increase in revenues under Act 1.

The District states its proposal takes into account anticipated increases in pension contributions and health care costs, to arrive at an overall estimated increase in employee compensation expense of approximately 5.5%.

It is further the District's position its proposed salary levels will comprise an increasing, not level, proportion of a budget over the five year term of the proposed CBA. It cannot agree to salary increases that have the effect of obligating future school boards to a mandatory tax increase to cover the cost of employee compensation.

It is noted by the District the incremental cost averages 3.96%. Approximately 83.9% of the faculty has not reached the top step. The jump step between Step 16 and 17 B is \$24,277. The average increment is \$2,932.

The District contends its proposal improves the salary schedule in the following areas: the half step will be eliminated by creating Steps 17 and 18, the jump step between step 16 and 17b will be reduced to \$19,004, the average increment is reduced to \$2638, starting salary increased to \$46,796, and starting salary vs. the career rate is 49.97%.

**Association Position:**

The Association seeks increases of 5% per year, with the funds over increment to be applied to the schedule in a manner designed to reduce the incremental costs in future years.

The Association contends a 5% increase is affordable and sustainable. Applying the money to the schedule in the manner suggested will enable the parties to bargain reasonable and affordable CBA's in the future without having to face the problem of large incremental costs.

**Recommendation:**

The Fact-Finder recommends the following salary schedules to be adopted, which contain the following:

Year 1	Step Movement	Create Step 17 and Step 18
	Smooth the Increments	(Steps 1-7 -\$1010) (Steps 8-15 -\$1865) (Steps 16-17 -\$5000) (Step 18 -\$18,872)
Year 2	Step Movement	
Year 3	Step Movement	
Year 4	Step Movement	
Year 5	Step Movement	

All salary increases, if retroactivity applies shall be granted to those bargaining unit employees who were employed on that date and are still employed on the date of ratification.

<b>2012-2013</b>		<b>Yr 1</b>						
	<b>B</b>	<b>B+12</b>	<b>B+24</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>D</b>
1	\$41,798	\$42,298	\$42,798	\$43,798	\$44,298	\$44,798	\$45,298	\$45,798
2	\$42,808	\$43,308	\$43,808	\$44,808	\$45,308	\$45,808	\$46,308	\$46,808
3	\$43,818	\$44,318	\$44,818	\$45,818	\$46,318	\$46,818	\$47,318	\$47,818
4	\$44,828	\$45,328	\$45,828	\$46,828	\$47,328	\$47,828	\$48,328	\$48,828
5	\$45,838	\$46,338	\$46,838	\$47,838	\$48,338	\$48,838	\$49,338	\$49,838
6	\$46,848	\$47,348	\$47,848	\$48,848	\$49,348	\$49,848	\$50,348	\$50,848
7	\$47,858	\$48,358	\$48,858	\$49,858	\$50,358	\$50,858	\$51,358	\$51,858
8	\$49,723	\$50,223	\$50,723	\$51,723	\$52,223	\$52,723	\$53,223	\$53,723
9	\$51,588	\$52,088	\$52,588	\$53,588	\$54,088	\$54,588	\$55,088	\$55,588
10	\$53,453	\$53,953	\$54,453	\$55,453	\$55,953	\$56,453	\$56,953	\$57,453
11	\$55,318	\$55,818	\$56,318	\$57,318	\$57,818	\$58,318	\$58,818	\$59,318
12	\$57,183	\$57,683	\$58,183	\$59,183	\$59,683	\$60,183	\$60,683	\$61,183
13	\$59,048	\$59,548	\$60,048	\$61,048	\$61,548	\$62,048	\$62,548	\$63,048
14	\$60,913	\$61,413	\$61,913	\$62,913	\$63,413	\$63,913	\$64,413	\$64,913
15	\$62,778	\$63,278	\$63,778	\$64,778	\$65,278	\$65,778	\$66,278	\$66,778
16	\$67,778	\$68,278	\$68,778	\$69,778	\$70,278	\$70,778	\$71,278	\$71,778
17	\$72,778	\$73,278	\$73,778	\$74,778	\$75,278	\$75,778	\$76,278	\$76,778
18	\$91,650	\$92,150	\$92,650	\$93,650	\$94,150	\$94,650	\$95,150	\$95,650

<b>2013-2014</b>		<b>Yr 2</b>						
	<b>B</b>	<b>B+12</b>	<b>B+24</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>D</b>
1	\$41,798	\$42,298	\$42,798	\$43,798	\$44,298	\$44,798	\$45,298	\$45,798
2	\$42,808	\$43,308	\$43,808	\$44,808	\$45,308	\$45,808	\$46,308	\$46,808
3	\$43,818	\$44,318	\$44,818	\$45,818	\$46,318	\$46,818	\$47,318	\$47,818
4	\$44,828	\$45,328	\$45,828	\$46,828	\$47,328	\$47,828	\$48,328	\$48,828
5	\$45,838	\$46,338	\$46,838	\$47,838	\$48,338	\$48,838	\$49,338	\$49,838
6	\$46,848	\$47,348	\$47,848	\$48,848	\$49,348	\$49,848	\$50,348	\$50,848
7	\$47,858	\$48,358	\$48,858	\$49,858	\$50,358	\$50,858	\$51,358	\$51,858
8	\$49,723	\$50,223	\$50,723	\$51,723	\$52,223	\$52,723	\$53,223	\$53,723
9	\$51,588	\$52,088	\$52,588	\$53,588	\$54,088	\$54,588	\$55,088	\$55,588
10	\$53,453	\$53,953	\$54,453	\$55,453	\$55,953	\$56,453	\$56,953	\$57,453
11	\$55,318	\$55,818	\$56,318	\$57,318	\$57,818	\$58,318	\$58,818	\$59,318
12	\$57,183	\$57,683	\$58,183	\$59,183	\$59,683	\$60,183	\$60,683	\$61,183
13	\$59,048	\$59,548	\$60,048	\$61,048	\$61,548	\$62,048	\$62,548	\$63,048
14	\$60,913	\$61,413	\$61,913	\$62,913	\$63,413	\$63,913	\$64,413	\$64,913
15	\$62,778	\$63,278	\$63,778	\$64,778	\$65,278	\$65,778	\$66,278	\$66,778
16	\$67,778	\$68,278	\$68,778	\$69,778	\$70,278	\$70,778	\$71,278	\$71,778
17	\$72,778	\$73,278	\$73,778	\$74,778	\$75,278	\$75,778	\$76,278	\$76,778
18	\$91,650	\$92,150	\$92,650	\$93,650	\$94,150	\$94,650	\$95,150	\$95,650

**2014-2015****Yr 3**

	B	B+12	B+24	M	M+15	M+30	M+45	D
1	\$41,798	\$42,298	\$42,798	\$43,798	\$44,298	\$44,798	\$45,298	\$45,798
2	\$42,808	\$43,308	\$43,808	\$44,808	\$45,308	\$45,808	\$46,308	\$46,808
3	\$43,818	\$44,318	\$44,818	\$45,818	\$46,318	\$46,818	\$47,318	\$47,818
4	\$44,828	\$45,328	\$45,828	\$46,828	\$47,328	\$47,828	\$48,328	\$48,828
5	\$45,838	\$46,338	\$46,838	\$47,838	\$48,338	\$48,838	\$49,338	\$49,838
6	\$46,848	\$47,348	\$47,848	\$48,848	\$49,348	\$49,848	\$50,348	\$50,848
7	\$47,858	\$48,358	\$48,858	\$49,858	\$50,358	\$50,858	\$51,358	\$51,858
8	\$49,723	\$50,223	\$50,723	\$51,723	\$52,223	\$52,723	\$53,223	\$53,723
9	\$51,588	\$52,088	\$52,588	\$53,588	\$54,088	\$54,588	\$55,088	\$55,588
10	\$53,453	\$53,953	\$54,453	\$55,453	\$55,953	\$56,453	\$56,953	\$57,453
11	\$55,318	\$55,818	\$56,318	\$57,318	\$57,818	\$58,318	\$58,818	\$59,318
12	\$57,183	\$57,683	\$58,183	\$59,183	\$59,683	\$60,183	\$60,683	\$61,183
13	\$59,048	\$59,548	\$60,048	\$61,048	\$61,548	\$62,048	\$62,548	\$63,048
14	\$60,913	\$61,413	\$61,913	\$62,913	\$63,413	\$63,913	\$64,413	\$64,913
15	\$62,778	\$63,278	\$63,778	\$64,778	\$65,278	\$65,778	\$66,278	\$66,778
16	\$67,778	\$68,278	\$68,778	\$69,778	\$70,278	\$70,778	\$71,278	\$71,778
17	\$72,778	\$73,278	\$73,778	\$74,778	\$75,278	\$75,778	\$76,278	\$76,778
18	\$91,650	\$92,150	\$92,650	\$93,650	\$94,150	\$94,650	\$95,150	\$95,650

**2015-2016****Yr 4**

	B	B+12	B+24	M	M+15	M+30	M+45	D
1	\$41,798	\$42,298	\$42,798	\$43,798	\$44,298	\$44,798	\$45,298	\$45,798
2	\$42,808	\$43,308	\$43,808	\$44,808	\$45,308	\$45,808	\$46,308	\$46,808
3	\$43,818	\$44,318	\$44,818	\$45,818	\$46,318	\$46,818	\$47,318	\$47,818
4	\$44,828	\$45,328	\$45,828	\$46,828	\$47,328	\$47,828	\$48,328	\$48,828
5	\$45,838	\$46,338	\$46,838	\$47,838	\$48,338	\$48,838	\$49,338	\$49,838
6	\$46,848	\$47,348	\$47,848	\$48,848	\$49,348	\$49,848	\$50,348	\$50,848
7	\$47,858	\$48,358	\$48,858	\$49,858	\$50,358	\$50,858	\$51,358	\$51,858
8	\$49,723	\$50,223	\$50,723	\$51,723	\$52,223	\$52,723	\$53,223	\$53,723
9	\$51,588	\$52,088	\$52,588	\$53,588	\$54,088	\$54,588	\$55,088	\$55,588
10	\$53,453	\$53,953	\$54,453	\$55,453	\$55,953	\$56,453	\$56,953	\$57,453
11	\$55,318	\$55,818	\$56,318	\$57,318	\$57,818	\$58,318	\$58,818	\$59,318
12	\$57,183	\$57,683	\$58,183	\$59,183	\$59,683	\$60,183	\$60,683	\$61,183
13	\$59,048	\$59,548	\$60,048	\$61,048	\$61,548	\$62,048	\$62,548	\$63,048
14	\$60,913	\$61,413	\$61,913	\$62,913	\$63,413	\$63,913	\$64,413	\$64,913
15	\$62,778	\$63,278	\$63,778	\$64,778	\$65,278	\$65,778	\$66,278	\$66,778
16	\$67,778	\$68,278	\$68,778	\$69,778	\$70,278	\$70,778	\$71,278	\$71,778
17	\$72,778	\$73,278	\$73,778	\$74,778	\$75,278	\$75,778	\$76,278	\$76,778
18	\$91,650	\$92,150	\$92,650	\$93,650	\$94,150	\$94,650	\$95,150	\$95,650

	2016-2017	Yr 5						
	B	B+12	B+24	M	M+15	M+30	M+45	D
1	\$41,798	\$42,298	\$42,798	\$43,798	\$44,298	\$44,798	\$45,298	\$45,798
2	\$42,808	\$43,308	\$43,808	\$44,808	\$45,308	\$45,808	\$46,308	\$46,808
3	\$43,818	\$44,318	\$44,818	\$45,818	\$46,318	\$46,818	\$47,318	\$47,818
4	\$44,828	\$45,328	\$45,828	\$46,828	\$47,328	\$47,828	\$48,328	\$48,828
5	\$45,838	\$46,338	\$46,838	\$47,838	\$48,338	\$48,838	\$49,338	\$49,838
6	\$46,848	\$47,348	\$47,848	\$48,848	\$49,348	\$49,848	\$50,348	\$50,848
7	\$47,858	\$48,358	\$48,858	\$49,858	\$50,358	\$50,858	\$51,358	\$51,858
8	\$49,723	\$50,223	\$50,723	\$51,723	\$52,223	\$52,723	\$53,223	\$53,723
9	\$51,588	\$52,088	\$52,588	\$53,588	\$54,088	\$54,588	\$55,088	\$55,588
10	\$53,453	\$53,953	\$54,453	\$55,453	\$55,953	\$56,453	\$56,953	\$57,453
11	\$55,318	\$55,818	\$56,318	\$57,318	\$57,818	\$58,318	\$58,818	\$59,318
12	\$57,183	\$57,683	\$58,183	\$59,183	\$59,683	\$60,183	\$60,683	\$61,183
13	\$59,048	\$59,548	\$60,048	\$61,048	\$61,548	\$62,048	\$62,548	\$63,048
14	\$60,913	\$61,413	\$61,913	\$62,913	\$63,413	\$63,913	\$64,413	\$64,913
15	\$62,778	\$63,278	\$63,778	\$64,778	\$65,278	\$65,778	\$66,278	\$66,778
16	\$67,778	\$68,278	\$68,778	\$69,778	\$70,278	\$70,778	\$71,278	\$71,778
17	\$72,778	\$73,278	\$73,778	\$74,778	\$75,278	\$75,778	\$76,278	\$76,778
18	\$91,650	\$92,150	\$92,650	\$93,650	\$94,150	\$94,650	\$95,150	\$95,650

**Article XVIII – Economic Considerations & Professional Compensation  
(K) - Long-Term Substitute Pay Rate**

**District Position:**

The District proposes for Long-Term Substitutes to be compensated at a daily rate set by the Board, which shall not be less than eighty percent (80%) of the Bachelor’s Step 1 rate.

The District recognizes long-term substitutes as members of the bargaining unit according to the language of the CBA. No provision of the CBA specifically addresses the long-term substitute wages, and they have been paid at 100% of the step and column for which they qualify at the time of hire.

The District states on average it employs twenty-four (24) short/long-term substitutes per year at an annual cost of \$434,081. By modifying the rate of pay to 80% of the Bachelor’s Step 1 rate, the District would capture approximately \$94,000 in reduced costs per year.

**Association Position:**

The Association proposes reducing the pay for long term substitutes to 90% of the starting Bachelor Step 1 rate. The Association submits it has made a reasonable compromise proposal.

**Recommendation:**

It is this Fact-Finder’s recommendation to compensate the long-term substitutes at a daily rate of 85% of the starting Bachelor Step 1 rate.

**Article XX- Miscellaneous Provisions & No Strike Agreement  
Zipper Clause**

**District Position:**

The District proposes no change to the Zipper Clause.

The District argues the Zipper Clause is intended to memorialize that both parties have had the full and fair opportunity to present and debate any and all issues relating to the employees’ terms and conditions of employment within the scope of the bargaining process.

The Zipper Clause was first agreed to in the 2006-2010 CBA. Since that time, no issues challenging the provision have been raised by the Association.

The District contends at no time during the negotiations has the Association articulated sound rationale as to why to remove the provision. Thus, the District opposes the removal of the clause.

**Association Position:**

The Association seeks removal of the Zipper Clause from the CBA. The District has never identified any practices they want to eliminate and has not requested bargaining over any existing practices. Disputes over past practices continue despite the presence of the Zipper Clause.

**Recommendation:**

This Fact-Finder recommends the language on the zipper clause remain the same.

**TENTATIVE AGREEMENTS**

At the Fact-Finding hearing the parties revealed they had reached tentative agreements 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 CBA.

**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: March 3, 2014