

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and
	(Recommendations
Between	(
	(
Gateway School District	(Case No. ACT 88-21-4-W
	(
and	(Date of Hearing: April 23, 2021
	(
Gateway Education Association, PSEA/NEA	(Date of Report: April 28, 2021
	(

Michelle Miller-Kotula
Fact-Finder

For the District:	Michael L. Brungo, Esq. Maiello, Brungo, Maiello, LLP Southside Works 424 S 27 th Street, Suite 210 Pittsburgh, PA 15203
-------------------	---

For the Association:	Alisa Murray Region Field Director PSEA 10 South 19 th Street 3 rd Floor Pittsburgh, PA 15203
----------------------	--

Background

By letter dated March 19, 2021, 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 Gateway School District (hereafter referred to as the “District”) and Gateway Education Association, PSEA/NEA (hereafter referred to as the “Association”). The Association represents a bargaining unit of approximately 262 employees comprised of regular education teachers, special education teachers, school counselors, librarians, social workers, and certified school nurses. The District serves the communities of Monroeville and Pitcairn in Allegheny County, Pennsylvania and educates approximately 3,340 students in grades K through 12.

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 for a two (2) year extension dated July 1, 2018 through June 30, 2020. The parties began formal negotiations in January 2020, exchanged proposals and met approximately eighteen (18) times in an attempt to negotiate a successor CBA. Several tentative agreements were reached by the parties, but they 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 the Association.

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

Article II	Effective Date - Definition
Article VII	School Year
Article VIII	Preparation Periods
Article IX	School Day
Article X	Class Loads
Article XX	Insurance
Article XXI	Professional Compensation
Article XXI.1	Retirement Incentive
Article XXV	Use of Regular Teachers as Substitutes
Article XXXIV	Termination

On April 23, 2021, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Monroeville, 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.

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 and 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 II Effective Date - Definition

Association Position:

The Association is seeking a six (6) year term of agreement.

The Association believes a six (6) year CBA would provide stability for both parties so all of the teachers, counselors, nurses, administrators, support staff and community stakeholders in the District can focus on the education of the students.

If the term is limited to three (3) years, the parties will be bargaining again in less than 18 months. All of the teachers, along with the community and students, have been through a lot of change and disruption due to the changing instructional models created by the pandemic. The focus entirely on education is paramount. A six (6) year CBA provides much needed stability. A longer term CBA would allow the District to more accurately plan and budget its finances.

District Position:

The District is requesting a three (3) year CBA. It is the appropriate length of time according to the District to plan for its finances. Six years as suggested by the Association would be too restrictive on the District.

Recommendation:

The Fact-Finder has reviewed the positions of the parties related to this Article. The recommendations contained in this report are premised on a three (3) year CBA.

Article VII School Year

Association Position:

The Association is proposing the language in this Article be revised as follows:

7.1 School Year

The basic 2020/21 through 2025/26 school years shall not exceed 191 days. One (1) of the ten non-instructional days shall be represented by events as specified in Section 7.5. Clerical days will be reduced by one hour and on the final clerical day of the school year professional staff will be permitted to leave after the completion of their professional duties. Administration may choose to consult with members of the professional staff on in-service days, the configuration, structure and revised content of any given meeting will be at the sole discretion of the Administration.

The Association agreed to add a day to its work year. By adding a day, the teachers will be at the county average, despite the fact they are below the county average in career rates and at the county average on work day. The Association believes its proposal giving the District an additional day is more than fair.

District Position:

The District is requesting additional days in the year for the purpose of instruction. Currently the CBA provides for 190 days, 180 of which are instructional days. The District originally requested 194 days, but adjusted the request to 192 days. The District states the additional two days need to be added to the instructional calendar. Time is needed in the classroom because of the pandemic loss.

Recommendation

It is this Fact-Finder's recommendation the school year is to be adjusted to 192 days, commencing with the 2021-2022 school year. It is noted the evening functions are to be included in the count of days.

**Article VIII
Preparation Periods**

Association Position:

The Association proposes to retain the preparation time for elementary teachers as it currently exists, and compromise with regard to secondary preparation time, as follows:

8.1 Working Conditions – Teaching Scheduling

A. Scheduling of Teachers:

Elementary: (K-4)

All elementary teachers (K-4) shall maintain the current practice for preparation time and duty time.

Intermediate: (Grades 5-8)

Intermediate teachers will receive a minimum of one preparation and one duty period during each school day.

Teachers hired starting with the 2003/04 school year and thereafter:

Will receive a minimum of one preparation and one duty period during each school day.

Teachers hired prior to the 2003/04 school year:

The existing intermediate teaching staff will maintain their current practice for preparation and duty time unless the needs of the District warrant otherwise as determined by Article VIII, Section 8.1 C.

(Current Practice: 2 Preparation Periods and 1 Duty Period a day)

Intermediate (Grades 5-8) and Secondary: (Grades 9-12)

Teachers hired starting with the 2003/04 school year and thereafter:

Will receive a minimum of one preparation and one duty period during each school day.

Teachers hired prior to the 2003/04 school year:

The existing intermediate/secondary teaching staff will maintain their current practice for preparation and duty time unless the needs of the District warrant otherwise as determined by Article VIII, Section 8.1 C.

(Current Practice: 2 Preparation Periods and 1 Duty Period a day)

B. Six Periods of Classroom Instruction (Grades 5-12)

Effective with the 2003/04 school year, the District may schedule new, and if needed, existing teachers based up on the following conditions:

Teachers hired for the 2003/04 school year and thereafter will be assigned a sixth teaching period, as needed, prior to teachers hired prior to the 2003/04 school year.

In the event existing teachers are needed to teach a sixth period, volunteers will be assigned a sixth teaching period first based on qualifications. Non-volunteers will be assigned on a rotating basis.

Existing teachers who teach six classes a day will maintain two preparation periods.

C. Existing Teachers (Grades 5-12)

A committee of building administrators and members of the school departments will meet and discuss student needs for the following year. Student needs for that department will be determined and all recommendations shall be reduced to writing and forwarded to the Administration for approval prior to scheduling for the following year. If there is disagreement with the recommendations, the Association and Administration will meet to resolve such differences.

The District will not furlough a permanent employee who is employed prior to May 1, 2003 as a result of another staff member teaching six periods.

The Association believes it is crucial that preparation time be guaranteed. It is important for the preparation time to be maintained at the status quo for elementary teachers.

District Position:

The District seeks to reallocate the daily preparation time so it is fair and equitable to all members. The preparation time language impacts class size. It is noted approximately 105 out of 250 (or 41%) of the total staff teach five periods a day. A smaller number of this group teach less because of curricular or department chair duties.

The CBA provides for the current practice of preparation time:

Elementary K-6 – Currently receive 80- 95 minutes per day for preparation time.

Secondary- The Secondary staff preparation period is 42 minutes in length. Teachers hired prior to 2003/04 (approximately 41% of the secondary staff) currently receive two (2) preparation periods per day and only teach five (5) periods per day. This equates to 84 minutes of preparation time.

Recommendation:

It is this Fact-Finder's recommendation to adopt the language contained in the Association's proposal.

**Article IX
School Day**

Association Position:

The Association proposes language related to school day remain as it currently exists in the expired CBA.

The Association's proposal to maintain the status quo is more than fair. Adding twenty minutes to the workday would equate to adding 8.3 days to the school year. If it is combined with the two additional workdays the District is seeking to add, an extra 10 days would be added without any additional compensation. This is unreasonable.

The teacher's workday is on par with the average hours. It would not be appropriate to add twenty minutes to each additional day, while offering no wage increase and an increase to healthcare premium shares.

District Position:

The District is requesting additional time in the day to extend the instructional time to students. It is also the request of the District to go from seven (7) hours and forty (40) minutes to eight (8) hours per day.

Recommendation:

It is this Fact-Finder's recommendation for the language to remain status quo.

Article X Class Loads

Association Position:

The Association is seeking to create language that would put parameters in place to limit class sizes. Where the proposed class size limits cannot be met, stipends would be given to teachers with larger class sizes.

Class size limits are vitally important for student learning. Research shows smaller class size, particularly among primary students, is among the top factors accounting for student success. It is one of the Association's top issues of concern next to salary and healthcare.

The work of teachers has increased tremendously over the last several years. There are many reasons, including increased interventions based on data scrutiny, increased time spent on testing preparation, the need for differential instruction for all students in the class based on their learning style and needs and daily progress monitoring. The number of students with 504 plans, IEPs and GIEPs continues to grow each year. Larger class sizes make it more difficult to spend ample time taking care of each individual child's needs. Daily communication with parents and students takes a tremendous amount of time from a teacher's daily schedule.

The Association is seeking coverage stipends for teachers so when the District cannot meet the class size limitations, they have the flexibility to add students to the teachers' roster without hiring a new teacher. Larger class sizes create more work for teachers who are already spread thin. The teachers should be compensated for the additional time and work they have to do so they can meet the increasing demands of the profession and the individual needs of their students.

District Position:

The District opposes any type of restriction related to class size. Based on the restrictive language related to preparation periods in the CBA, over 40% of employees are unable to teach more than five (5) periods. This is a factor the District must contend with to schedule class sizes as needed.

Recommendation:

It is this Fact-Finder's recommendation for the language in this Article to remain unchanged.

**Article XX
Insurance**

Association Position :

The Association is proposing the following healthcare premium share contributions during each year of the new CBA:

Year	Member Contribution Toward Premium	
2020-2021	10% EPO	15.0% PPO
2021-2022	10% EPO	15.5% PPO
2022-2023	10% EPO	16.0% PPO
2023-2024	10% EPO	16.5% PPO
2024-2025	10% EPO	17.0% PPO
2025-2026	10% EPO	17.5% PPO

The Association points out it secures healthcare benefits through the Allegheny County Schools Health Insurance Consortium (ACSHIC). The Association is sensitive to rising trends in healthcare costs. ACSHIC has done a remarkable job containing its premium rates. Based on its history and trends, there is no reason to believe the District's premium rates will rise dramatically in the coming years. The Association already contributes a percentage of the monthly premium toward its healthcare with no cap.

The Association takes the position its proposal for monthly health insurance contributions is both sensible and fair.

District Position:

The District proposes the following increases for the EPO plan:

2020/21	11% of premium
2021/22	13% of premium
2022/23	15% of premium

It is noted the Association's contribution has been 10% for the past six years.

The District additionally proposes the following increases for the PPO Plan:

2020/21	16% of premium
2021/22	17% of premium
2022/23	18% of premium

Recommendation:

This Fact-Finder recommends the following healthcare premium share contributions as follows:

	EPO		PPO
2020/2021	10%	2020/2021	16%
2021/2022	12%	2021/2022	18%
2022/2023	13%	2022/2023	19%

**Article XXI
Professional Compensation**

Association Position :

The Association is proposing the following increases in each year of the proposed six (6) year agreement:

Year	Total Raise %	Incremental Cost	On Scale Raise	Total New Money
2020-2021	3.86%	1.61%	2.25%	\$901,376
2021-2022	3.35%	1.35%	2.00%	\$812,156
2022-2023	3.34%	1.09%	2.25%	\$837,862
2023-2024	2.90%	.90%	2.00%	\$751,799
2024-2025	3.01%	.76%	2.25%	\$802,233
2025-2026	2.25%	.50%	1.75%	\$616,771
Average:	3.12%	1.03%	2.08%	

The total new money to the District is \$4,722,196 over the term of the 6-year CBA. The starting salary increases from \$47,148 in the base year (2019-2020) to \$53,289 in year 6 of the new CBA. The career rate, or Master's maximum, increases from \$94,296 in the base year to \$106,577 in year 6 of the new CBA.

The Association contends it has provided consistent and fair proposals during this process. It has bargained in good faith and has always made easily justifiable proposals that are affordable. Its goal is to provide its outstanding teachers a fair and decent wage increase consistent with their value and worth.

The Association points out the District can afford the Association's proposal. There is no evidence the District has lost or will lose significant revenue because of the pandemic, and its fund balance is more than sound. The District has received funding from COVID relief packages, which could be used to offset costs. The Basic Education Funding from the Commonwealth for the 2021-2022 school year is slated to increase as well as Special Education Funding. The support staff units reached a five-year deal with average raises of approximately 2.5%.

The Association argues over the last several years its members have taken wage freezes as follows:

2013-2014: Total Freeze
2014-2015 Scale Freeze
2015-2016 Scale Freeze
2016-2017 Scale Freeze
2017-2018 Scale Freeze

The career rate has fallen significantly behind other Allegheny County School Districts. Due to attrition the District has spent less money on bargaining unit salaries in each of the last 27 years than for which it budgeted. These savings are significant and equate to a 3.3% average annual savings in bargaining unit salaries each year.

The Association takes the position the teachers are worth every single penny for which they are asking. 238 of the 262 members have at least a Master's degree or higher. The teachers spend countless hours of their time on weekends and in the evening preparing new lessons, grading assignments, talking with parents, and serving on various committees. Every teacher has had to adapt with new instructional modes to meet the new demands in education surrounding the pandemic. They learned new technologies and spent hours to create new plans for their students using the hybrid model with minimal District training. The teachers also spend time volunteering in the community in a wide range of activities. In order to recruit and retain great teachers, the District must invest in them.

District Position:

The District proposes the following increases:

2020-2021 Freeze
2021-2022 Step with \$1,200 on top of scale
2022-2023 Step Movement

The District explained its position and discussed financial constraints. The District pointed out the significant cost of the step movement and how it impacts the budget. Needed repairs and renovations must be scheduled which will impact the finances. The District takes the position its salary proposal should be adopted by the Fact-Finder

Recommendation:

This Fact-Finder recommends the following:

Base Year: 2019-2020

Year 1: 2020-2021 freeze \$1000 signing bonus

Year 2: 2021-2022 step movement only \$1200 on top

Year 3: 2022-2023 2.75% (2.0 on scale, .75% incremental)

Please see the following salary schedules:

FF MODEL - 3 YEARS											
2019-2020 BASE											
Steps	BACH	B+12	B+24	MAST	M+10	M+20	M+30	M+40	M+50	M+60	PhD
1	47,148	48,563	50,448	54,219	55,400	56,578	57,756	58,935	60,113	61,293	62,708
2	49,504	50,921	52,805	56,578	57,756	58,935	60,113	61,293	62,472	63,650	65,065
3	51,863	53,277	55,163	58,935	60,113	61,293	62,472	63,650	64,829	66,009	67,424
4	54,219	55,634	57,520	61,293	62,472	63,650	64,829	66,009	67,186	68,365	69,779
5	56,578	57,993	59,879	63,650	64,829	66,009	67,186	68,365	69,543	70,726	72,135
6	58,935	60,349	62,236	66,009	67,186	68,365	69,543	70,723	71,901	73,079	74,494
7	61,293	62,708	64,592	68,365	69,543	70,723	71,901	73,079	74,257	75,436	76,850
8	63,650	65,065	66,950	70,723	71,901	73,079	74,257	75,436	76,616	77,794	79,209
9	66,009	67,424	69,308	73,079	74,257	75,436	76,616	77,794	78,973	80,151	81,566
10	68,365	69,779	71,665	75,436	76,616	77,794	78,973	80,151	81,332	82,510	83,924
11	70,723	72,135	74,023	77,794	78,973	80,151	81,332	82,510	83,688	84,867	86,281
12	73,079	74,494	76,381	80,151	81,332	82,510	83,688	84,867	86,044	87,224	88,640
13	75,436	76,850	78,738	82,510	83,688	84,867	86,044	87,224	88,403	89,581	93,718
14	77,794	79,209	81,067	84,867	86,044	87,224	88,403	89,581	90,759	91,940	94,713
15	80,151	81,566	83,451	87,224	88,403	89,581	90,759	91,940	93,118	94,296	95,710
16	84,867	86,281	88,166	89,581	90,759	91,940	93,118	94,296	95,475	96,653	98,067
17	84,867	86,281	88,166	91,940	93,118	94,296	95,475	96,653	97,834	99,012	100,425
18	84,867	86,281	88,166	94,296	95,475	96,653	97,834	99,012	100,190	101,369	102,782

YEAR 1

MODEL - 3 YEARS											
2020-2021											
Steps	BACH	B+12	B+24	MAST	M+10	M+20	M+30	M+40	M+50	M+60	PhD
1	47,148	48,563	50,448	54,219	55,400	56,578	57,756	58,935	60,113	61,293	62,708
2	49,504	50,921	52,805	56,578	57,756	58,935	60,113	61,293	62,472	63,650	65,065
3	51,863	53,277	55,163	58,935	60,113	61,293	62,472	63,650	64,829	66,009	67,424
4	54,219	55,634	57,520	61,293	62,472	63,650	64,829	66,009	67,186	68,365	69,779
5	56,578	57,993	59,879	63,650	64,829	66,009	67,186	68,365	69,543	70,726	72,135
6	58,935	60,349	62,236	66,009	67,186	68,365	69,543	70,723	71,901	73,079	74,494
7	61,293	62,708	64,592	68,365	69,543	70,723	71,901	73,079	74,257	75,436	76,850
8	63,650	65,065	66,950	70,723	71,901	73,079	74,257	75,436	76,616	77,794	79,209
9	66,009	67,424	69,308	73,079	74,257	75,436	76,616	77,794	78,973	80,151	81,566
10	68,365	69,779	71,665	75,436	76,616	77,794	78,973	80,151	81,332	82,510	83,924
11	70,723	72,135	74,023	77,794	78,973	80,151	81,332	82,510	83,688	84,867	86,281
12	73,079	74,494	76,381	80,151	81,332	82,510	83,688	84,867	86,044	87,224	88,640
13	75,436	76,850	78,738	82,510	83,688	84,867	86,044	87,224	88,403	89,581	93,718
14	77,794	79,209	81,067	84,867	86,044	87,224	88,403	89,581	90,759	91,940	94,713
15	80,151	81,566	83,451	87,224	88,403	89,581	90,759	91,940	93,118	94,296	95,710
16	84,867	86,281	88,166	89,581	90,759	91,940	93,118	94,296	95,475	96,653	98,067
17	84,867	86,281	88,166	91,940	93,118	94,296	95,475	96,653	97,834	99,012	100,425
18	84,867	86,281	88,166	94,296	95,475	96,653	97,834	99,012	100,190	101,369	102,782

YEAR 2 **TOP \$1,200**

FF MODEL - 3 YEARS											
2021-2022											
Steps	BACH	B+12	B+24	MAST	M+10	M+20	M+30	M+40	M+50	M+60	PhD
1	47,148	48,563	50,448	54,219	55,400	56,578	57,756	58,935	60,113	61,293	62,708
2	49,504	50,921	52,805	56,578	57,756	58,935	60,113	61,293	62,472	63,650	65,065
3	51,863	53,277	55,163	58,935	60,113	61,293	62,472	63,650	64,829	66,009	67,424
4	54,219	55,634	57,520	61,293	62,472	63,650	64,829	66,009	67,186	68,365	69,779
5	56,578	57,993	59,879	63,650	64,829	66,009	67,186	68,365	69,543	70,726	72,135
6	58,935	60,349	62,236	66,009	67,186	68,365	69,543	70,723	71,901	73,079	74,494
7	61,293	62,708	64,592	68,365	69,543	70,723	71,901	73,079	74,257	75,436	76,850
8	63,650	65,065	66,950	70,723	71,901	73,079	74,257	75,436	76,616	77,794	79,209
9	66,009	67,424	69,308	73,079	74,257	75,436	76,616	77,794	78,973	80,151	81,566
10	68,365	69,779	71,665	75,436	76,616	77,794	78,973	80,151	81,332	82,510	83,924
11	70,723	72,135	74,023	77,794	78,973	80,151	81,332	82,510	83,688	84,867	86,281
12	73,079	74,494	76,381	80,151	81,332	82,510	83,688	84,867	86,044	87,224	88,640
13	75,436	76,850	78,738	82,510	83,688	84,867	86,044	87,224	88,403	89,581	93,718
14	77,794	79,209	81,067	84,867	86,044	87,224	88,403	89,581	90,759	91,940	94,713
15	80,151	81,566	83,451	87,224	88,403	89,581	90,759	91,940	93,118	94,296	95,710
16	86,067	87,481	89,366	89,581	90,759	91,940	93,118	94,296	95,475	96,653	98,067
17	86,067	87,481	89,366	91,940	93,118	94,296	95,475	96,653	97,834	99,012	100,425
18	86,067	87,481	89,366	95,496	96,675	97,853	99,034	100,212	101,390	102,569	103,982

FF MODEL - 3 YEARS											
2022-2023											
Steps	BACH	B+12	B+24	MAST	M+10	M+20	M+30	M+40	M+50	M+60	PhD
1	47,744	49,177	51,086	54,905	56,100	57,294	58,487	59,681	60,874	62,068	63,501
2	50,131	51,566	53,473	57,294	58,487	59,681	60,874	62,068	63,262	64,455	65,888
3	52,519	53,951	55,861	59,681	60,874	62,068	63,262	64,455	65,649	66,844	68,276
4	54,905	56,338	58,248	62,068	63,262	64,455	65,649	66,844	68,036	69,230	70,662
5	57,294	58,726	60,636	64,455	65,649	66,844	68,036	69,230	70,423	71,620	73,048
6	59,681	61,113	63,024	66,844	68,036	69,230	70,423	71,617	72,810	74,003	75,436
7	62,068	63,501	65,409	69,230	70,423	71,617	72,810	74,003	75,197	76,391	77,822
8	64,455	65,888	67,797	71,617	72,810	74,003	75,197	76,391	77,585	78,778	80,211
9	66,844	68,276	70,184	74,003	75,197	76,391	77,585	78,778	79,972	81,165	82,598
10	69,230	70,662	72,572	76,391	77,585	78,778	79,972	81,165	82,360	83,554	84,985
11	71,617	73,048	74,959	78,778	79,972	81,165	82,360	83,554	84,747	85,941	87,373
12	74,003	75,436	77,347	81,165	82,360	83,554	84,747	85,941	87,133	88,327	89,761
13	76,391	77,822	79,735	83,554	84,747	85,941	87,133	88,327	89,521	90,714	94,903
14	78,778	80,211	82,093	85,941	87,133	88,327	89,521	90,714	91,907	93,103	95,911
15	81,165	82,598	84,507	88,327	89,521	90,714	91,907	93,103	94,296	95,489	96,921
16	87,156	88,588	90,497	90,714	91,907	93,103	94,296	95,489	96,683	97,876	99,308
17	87,156	88,588	90,497	93,103	94,296	95,489	96,683	97,876	99,071	100,264	101,695
18	87,156	88,588	90,497	96,704	97,898	99,091	100,286	101,480	102,673	103,867	105,298

**Article XXI.1
Retirement Incentive**

Association Position :

The Association proposes to retain the Benefit After Retirement in the CBA. Eligible employees who submit their irrevocable letters of retirement receive one (1) year of health insurance coverage for every five (5) years of service with the District. Eligible employees contribute 20% of the premium share in addition to paying for any increases to the premium rate year to year.

The Association submits this contractual retirement benefit has been in the CBA going back to the 1995-96 school year. In each CBA containing retirement benefits, there has been sunset provisions, however the parties have always negotiated these benefits because they benefit the District as well as the members.

This is an incentive for the most senior and experienced teachers to retire resulting in savings to the District, but is also a much deserved benefit for teachers who have devoted their careers to educating children. When employees at the top of the salary schedule retire, the District hires an employee near Step 1 of the salary schedule. The Association points out there are currently 112 bargaining unit members at the top of the salary scale.

It is the position of the Association healthcare benefits are of critical importance to those who retire. The retiree pays 20% of the premium cost to the District, in addition to any increase to the premium rates each year.

District Position:

The District takes the position the parties agreed that the retirement incentive did not qualify under status quo and has expired as no new CBA was reached. The District does not want to include a retirement incentive going forward. The District has offered a cash retirement incentive for those who wish to retire at the end of this year.

Recommendation:

This Fact-Finder recognizes the value in a retirement incentive program as a means to save the District money. The Fact-Finder recommends for the District to be able to offer a qualified employee retirement incentive plan, at least one time during the term of this CBA. The program shall sunset on June 30, 2023. Unilaterally and at their discretion, the District may reinstitute this retirement incentive in any subsequent year remaining in this CBA, but the incentive shall sunset on June 30, 2023.

**Article XXV
Use of Regular Teachers as Substitutes**

Association Position:

The Association proposes status quo related to this Article for the life of the CBA. The current rate is \$61.13 per preparation period.

:

District Position:

The District proposes an hourly rate of \$30 per hour. The current contract pays at an hourly rate based on the average daily rate of the bargaining unit as determined during the first week of September. Currently the District pays \$61.13 per preparation period. The District points out it has paid the following out over the last CBA in class coverage:

2017-2018	\$143,876
2018-2019	\$152,140
2019-2020	\$131,989 (This number reflects from September to March when the District closed due to COVID)

Recommendation:

The Fact-Finder recommends the following schedule for payment of regular teachers as substitutes:

2020/2021	\$61.13
2021/2022	\$56.00
2022/2023	\$51.00

Article XXXIV Termination

Association Position:

The Association proposes modifying the date to reflect a six-year CBA, or June 20, 2026.

District Position:

The District proposes a three-year CBA which includes the 2020-2021 school year. The CBA would terminate at the conclusion of the 2022-2023 school year.

Recommendation:

The Fact-Finder recommends a three (3) year CBA which includes the 2020-2021 school year. The CBA would terminate at the conclusion of the 2022/2023 school year.

TENTATIVE AGREEMENTS

It has been brought to the Fact-Finder's attention that several tentative agreements were reached between the parties during the negotiation process. It is this Fact-Finder's recommendation that these tentative agreements be 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-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 28, 2021