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March 31, 2021

Russell Lucas, Esq.
Andrews & Price
1500 Ardmore Blvd., Suite 506
Pittsburgh, PA 15221
rlucas@andrewsandprice.com

Shawnee S. Wood
PSEA
3033 New Butler Road
New Castle, PA 16101
swood@psea.org

Sharon City School District and Sharon Teachers Association PSEA/NEA
Case No.: 88-21-2-W

Dear Mr. Lucas and Ms. Wood,

Enclosed is the fact-finding report in the above captioned case. Parties have ten (10) calendar days from the date of the issuance of this report to inform the Pennsylvania Labor Relations Board (PLRB) and each other if they accept or reject this report. In addition to overnight mail, this fact-finding report is also being e-mailed to you this date.

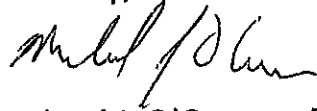
Confidentiality of the report should be maintained during the ten day consideration period and until officially released for publication by the Board in the event of a rejection.

Acceptance of the report must constitute approval of the report in its entirety and on an unqualified basis. The options are simply "accept," or, "reject."

Positions of the parties may be communicated to the PLRB by telephone on the last day of the consideration period and confirmed by a letter.

If there are any questions, please contact Nathan Bortner, Secretary of the
PLRB at 717-787-1091

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. O'Connor". The signature is fluid and cursive, with a large initial "M" and "J".

Michael J. O'Connor, Esq.
Fact-Finder

cc Nathan Bortner, PLRB Secretary
Stephen Getz, mediator

Procedural History

Pursuant to Act 88 of 1992 (Act 88) and the Public Employee 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 Sharon City School District (District) and the Sharon Teachers Association, PSEA/NEA (Association). By letter dated February 19, 2021, the PLRB appointed the undersigned to act as a factfinder, vested with the authority above. Subsequent to such notice, the parties were duly notified, and a hearing was held on March 17, 2021, in Sharon, 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.

This Report contains recommendations for the unresolved issues between the parties that created the impasse. The recommendations 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.

Background

The parties last collective bargaining agreement (CBA) ran from July 1, 2016 to June 30, 2020. The parties have agreed that the upcoming CBA should be for a four (4) year term.

The Sharon City School District is one of the fifteen (15) school districts located in Mercer County, PA. The District encompasses about five (5) square miles and is a small, urban, public school district serving the city of Sharon. It is comprised of three (3) elementary schools, one (1) middle school and one (1) high school. The District has about two thousand (2,000) students. It employs

approximately eleven (11) administrators, one hundred forty-five (145) teachers, and forty-two (42) full and part time personnel.

RECOMMENDATIONS

TERM:

I recommend a four (4) year term as follows:

ARTICLE II **TERM OF AGREEMENT**

The term of this agreement shall begin July 1, 2020 and shall continue in force and effect through June 30, 2014.

The remainder of this provision in the current CBA shall stay the same.

PREPARATION TIME:

The District proposes an exception to the 30 consecutive minutes daily duty free preparation time during the student day for elementary specialized teachers (Art, Music, Technology, Library, Physical Education) to occur either before the student day begins or after the student day ends. The District wants to improve the efficiency of the school operation. The Association opposes any exception.

The Association proposes an addition to the preparation time section to limit the class sizes to the number of operating workstations, including, but not limited to classes for Art, Science Laboratories, Family and Consumer Sciences and other specialized classes. The Association wants to try and ensure all students have an equal opportunity to be engaged with all class activities. I believe the District's position is that this is something it would strive for but is within its managerial prerogative.

Although both proposals are understandable, they are not agreeable to the other party and I do not see an overriding interest to recommend a change to the current CBA. Therefore, I recommend the following:

ARTICLE VI
HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 3 – Preparation Time

No change.

LEAVES OF ABSENCE/SICK LEAVE:

The District proposes adding language that would require an employee to return to work for not less than thirty (30) days if they use sick leave to cover an absence of more than ten (10) days. The District’s rationale is to avert employees from using extended periods of sick leave immediately prior to retirement. There is a provision in the current CBA in which employees retiring get paid for their unused sick leave; \$25/\$50 per day. The District has stated it cost over \$100,000, excluding costs of substitutes, when employees “burn” days prior to retirement. The Association does not agree with this proposal.

The District also proposes adding language that it reserves the right to require an employee to obtain a second opinion by a District approved doctor, after the ninth day of absence. The current CBA requires the Employee furnish a return to work letter from the doctor medically clearing the Employee. The Association opposes this proposal.

I do not recommend any change to the Leave of Absence/Sick leave section of the CBA. The current CBA addresses the requirements when an employee is absent for five (5) consecutive days; ie. a doctor excuse, which appears sufficient to address this situation. I understand the concern of the District, however, it may have an impact that is broader than proposed and unfairly harm those employees that are not “burning” days prior to retirement.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1 – Sick Leave

No change

INSURANCE AND OTHER BENEFITS:

The District is proposing a Qualified High Deductible Health Plan (QHDHP) with an employee Health Savings Account (HSA) funded 35% of the applicable deductible by the District for 21-22, then similar percentages the remaining two (2) years of the proposed CBA. The initial year (2020-2021) would be the current PPO plan. The Association opposes this proposal stating that it would significantly increase the employees' monthly payments towards health insurance and there has not been sufficient time to adequately explain all aspects of such a plan. I do not recommend changing to a QHDHP with an employee HSA partially funded by the District. It appears that no other District in the County has a QHDHP. The other Districts have similar PPO plans. Also, the level of funding proposed by the District is below that of other nearby Districts that are outside the County.

The District also proposed changing the payout for unused sick days to retirees. The current contract has the payout of \$25 for the first 125 days, then \$50 for the unused sick days from 126-225. The District proposes \$25 for all days. The Association proposes sick days 1-225 be compensated at the current substitute rate of \$100. Based upon a review of the other districts in the County, I would recommend the language remain unchanged as the current rate(s) are similar to the majority of the other districts.

Since I do not recommend any change to a QHDHP plan, I likewise do not recommend any change to the retiree health insurance under the CBA.

The Association stated that it has been, and continues to be willing to discuss and make changes to the current PPO plan. I was provided documentation of comparisons of health care plans and contribution requirements of other Districts within the County but do not have any proposals from the parties with regard to changes to the deductibles or co-pays under the PPO plan and therefore do not make any recommendations other than to remain under the PPO and not switch to a QHDHP.

ARTICLE IX
INSURANCE AND OTHER BENEFITS

Section 1 – Comprehensive Health Care Benefits.

No change

Section 4 – Retirement Allowance

No change

SALARY

The District has proposed a freeze with no step movement in 20/21, \$800 plus step movement in 21/22, \$1000 plus step movement in 22/23 and \$1100 plus step movement in 23/24.

The District provided documentation pointing out its various costs which rank at or near the top of districts in the County; including costs for special education and cyber/charter students. It also stated that the median household income is near the bottom in the County, yet it has raised taxes in the past, to help pay the increased costs.

The District also noted how all Districts have been financially impacted by the COVID pandemic the last year and it is uncertain how much funding local districts will receive from the government.

The Association has proposed \$800 in 20/21, \$1000 in 21/22, \$1100 in 22/23 and \$1000 in 23/24. It also proposes step movement each year plus condensing the salary schedule from 14 steps to 12.

The Association rationale is its members currently trail the average salary in Mercer County by \$3300. Only three (3) districts currently make less than its members at the career rate level. Also, by cutting steps, the starting salary would increase, and teachers could reach their career rate sooner.

During the hearing there was much discussion and presentations of both sides of this issue and how much money is available in District funds to pay salaries and other operating costs. Many of the District concerns are based upon future uncertainties, which is valid since projections need to be made, however there are available funds to support an increase in salaries starting with the current 2020-2021 school year; although not as significant as the Association proposed. The District did utilize prior year performance in making its projections, but the Association pointed out that the prior years data was unique and/or a one time issue that would potentially make sufficient money available for salary increases.

I recommend step movement in each year of the proposed contract. I recommend an increase of \$500 in year 20/21, \$800 in year 21/22, \$1000 in year 22/23 and \$1100 in year 23/24. The salary schedules are attached to this report.

I do not recommend condensing the salary schedule below 14 steps. Only one other District in the County has less than 14; and most have more than 14.

Athletic Director

The District proposed that the Athletic Director, currently covered by the CBA, revert back to an administrative position with the ability to supervise and evaluate coaches once the current holder of the position no longer remains a full time professional employee. The Association stated it agreed to this so long as the District agrees to compensate athletic coaches for overnight trips. I do not recommend these contingent proposals become part of the CBA since it is my belief that the issue of the proper designation of the athletic director as a bargaining unit member or not is based on his current duties. That issue can properly be addressed at a later time.

Athletic Coaches

The District proposed a new head coach that takes over a position after a resignation, retirement or non-renewal has the authority to hire his assistant coaches. The Association does not oppose this proposal.

The District also proposed that it has the authority to eliminate any extracurricular activity that falls below a threshold number of participants. The

Association has reservations with this proposal however I recommend this change since it is on a year to year basis and the extracurricular activity can be reinstated once the participants increase to the threshold level.

ARTICLE X
SALARY AND COMPENSATION

Salary schedules are attached.

Section 4 – Athletic Contracts

D. Initial Contracts

1. [add to first paragraph] The parties agree that when an extracurricular activity head coach resigns or is not continued in the position, the assistant coach positions are opened as well.
2. Extracurricular activities that are not active or which fall below the threshold number of participants established by the District, may be eliminated in the District’s sole discretion on a year to year basis. The District shall make the thresholds available to the Association at the beginning of each school year. In the event an activity is not held for a particular year, no extra duty pay will be paid.

The parties have reached four (4) tentative agreements:

ARTICLE IV – ASSOCIATION RIGHTS: Section 2 – Fair share language moved to Appendix with memorandum of Understanding

ARTICLE V- EMPLOYEE RIGHTS: Section 7 – Payroll Deductions to remove Fair Share Fees, U.S. Savings Bonds and Sharon Lifelong Learning Council.

ARTICLE VIII- LEAVES OF ABSENCE: Section 1 – Sick Leave; A. Well Days – adding 4 hour time limit for appointments.

	Bachelors	B + 18	B + 24	Masters	M + 8	M + 16	M + 24	M + 32	M + 40	M + 48	M + 56	M + 64
2020-2021 STA Salary Schedule												
Step	A	B	C	D	E	F	G	H	I	J	K	L
1	51,386	51,886	54,219	56,553	57,503	58,453	59,403	60,353	61,302	62,252	63,202	64,152
2	52,386	52,886	55,219	57,553	58,503	59,453	60,403	61,353	62,302	63,252	64,202	65,152
3	53,386	54,026	56,359	58,693	59,643	60,593	61,543	62,493	63,442	64,392	65,342	66,292
4	54,386	55,166	57,499	59,833	60,783	61,733	62,683	63,633	64,582	65,532	66,482	67,432
5	55,386	56,306	58,639	60,973	61,923	62,873	63,823	64,773	65,722	66,672	67,622	68,572
6	56,386	57,463	59,796	62,130	63,080	64,030	64,980	65,930	66,879	67,829	68,779	69,729
7	57,386	58,620	60,953	63,287	64,237	65,187	66,137	67,087	68,037	68,986	69,936	70,886
8	58,386	59,777	62,110	64,444	65,394	66,344	67,294	68,244	69,194	70,144	71,093	72,043
9	59,386	60,934	63,267	65,601	66,551	67,501	68,451	69,401	70,351	71,301	72,251	73,200
10	60,386	62,091	64,425	66,758	67,708	68,658	69,608	70,558	71,508	72,458	73,408	74,358
11	61,386	63,248	65,582	67,915	68,865	69,815	70,765	71,715	72,665	73,615	74,565	75,515
12	62,386	64,405	66,739	69,072	70,022	70,972	71,922	72,872	73,822	74,772	75,722	76,672
13	63,386	65,562	67,896	70,229	71,179	72,129	73,079	74,029	74,979	75,929	76,879	77,829
14	64,386	66,719	69,053	71,386	72,336	73,286	74,236	75,186	76,136	77,086	78,036	78,986

Bachelors **B + 18** **B + 24** **Masters** **M + 8** **M + 16** **M + 24** **M + 32** **M + 40** **M + 48** **M + 56** **M + 64**

2021-2022 STA Salary Schedule

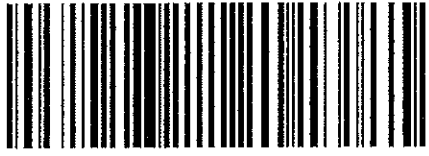
Step	A	B	C	D	E	F	G	H	I	J	K	L
1	52,186	52,686	55,019	57,353	58,303	59,253	60,203	61,153	62,102	63,052	64,002	64,952
2	53,186	53,686	56,019	58,353	59,303	60,253	61,203	62,153	63,102	64,052	65,002	65,952
3	54,186	54,826	57,159	59,493	60,443	61,393	62,343	63,293	64,242	65,192	66,142	67,092
4	55,186	55,966	58,299	60,633	61,583	62,533	63,483	64,433	65,382	66,332	67,282	68,232
5	56,186	57,106	59,439	61,773	62,723	63,673	64,623	65,573	66,522	67,472	68,422	69,372
6	57,186	58,263	60,596	62,930	63,880	64,830	65,780	66,730	67,679	68,629	69,579	70,529
7	58,186	59,420	61,753	64,087	65,037	65,987	66,937	67,887	68,837	69,786	70,736	71,686
8	59,186	60,577	62,910	65,244	66,194	67,144	68,094	69,044	69,994	70,944	71,893	72,843
9	60,186	61,734	64,067	66,401	67,351	68,301	69,251	70,201	71,151	72,101	73,051	74,000
10	61,186	62,891	65,225	67,558	68,508	69,458	70,408	71,358	72,308	73,258	74,208	75,158
11	62,186	64,048	66,382	68,715	69,665	70,615	71,565	72,515	73,465	74,415	75,365	76,315
12	63,186	65,205	67,539	69,872	70,822	71,772	72,722	73,672	74,622	75,572	76,522	77,472
13	64,186	66,362	68,696	71,029	71,979	72,929	73,879	74,829	75,779	76,729	77,679	78,629
14	65,186	67,519	69,853	72,186	73,136	74,086	75,036	75,986	76,936	77,886	78,836	79,786

	Bachelors	B + 18	B + 24	Masters	M + 8	M + 16	M + 24	M + 32	M + 40	M + 48	M + 56	M + 64
2022-2023 STA Salary Schedule												
Step	A	B	C	D	E	F	G	H	I	J	K	L
1	53,186	53,686	56,019	58,353	59,303	60,253	61,203	62,153	63,102	64,052	65,002	65,952
2	54,186	54,686	57,019	59,353	60,303	61,253	62,203	63,153	64,102	65,052	66,002	66,952
3	55,186	55,826	58,159	60,493	61,443	62,393	63,343	64,293	65,242	66,192	67,142	68,092
4	56,186	56,966	59,299	61,633	62,583	63,533	64,483	65,433	66,382	67,332	68,282	69,232
5	57,186	58,106	60,439	62,773	63,723	64,673	65,623	66,573	67,522	68,472	69,422	70,372
6	58,186	59,263	61,596	63,930	64,880	65,830	66,780	67,730	68,679	69,629	70,579	71,529
7	59,186	60,420	62,753	65,087	66,037	66,987	67,937	68,887	69,837	70,786	71,736	72,686
8	60,186	61,577	63,910	66,244	67,194	68,144	69,094	70,044	70,994	71,944	72,893	73,843
9	61,186	62,734	65,067	67,401	68,351	69,301	70,251	71,201	72,151	73,101	74,051	75,000
10	62,186	63,891	66,225	68,558	69,508	70,458	71,408	72,358	73,308	74,258	75,208	76,158
11	63,186	65,048	67,382	69,715	70,665	71,615	72,565	73,515	74,465	75,415	76,365	77,315
12	64,186	66,205	68,539	70,872	71,822	72,772	73,722	74,672	75,622	76,572	77,522	78,472
13	65,186	67,362	69,696	72,029	72,979	73,929	74,879	75,829	76,779	77,729	78,679	79,629
14	66,186	68,519	70,853	73,186	74,136	75,086	76,036	76,986	77,936	78,886	79,836	80,786

	Bachelors	B + 18	B + 24	Masters	M + 8	M + 16	M + 24	M + 32	M + 40	M + 48	M + 56	M + 64
2023-2024 STA Salary Schedule												
Step	A	B	C	D	E	F	G	H	I	J	K	L
1	54,286	54,786	57,119	59,453	60,403	61,353	62,303	63,253	64,202	65,152	66,102	67,052
2	55,286	55,786	58,119	60,453	61,403	62,353	63,303	64,253	65,202	66,152	67,102	68,052
3	56,286	56,926	59,259	61,593	62,543	63,493	64,443	65,393	66,342	67,292	68,242	69,192
4	57,286	58,066	60,399	62,733	63,683	64,633	65,583	66,533	67,482	68,432	69,382	70,332
5	58,286	59,206	61,539	63,873	64,823	65,773	66,723	67,673	68,622	69,572	70,522	71,472
6	59,286	60,363	62,696	65,030	65,980	66,930	67,880	68,830	69,779	70,729	71,679	72,629
7	60,286	61,520	63,853	66,187	67,137	68,087	69,037	69,987	70,937	71,886	72,836	73,786
8	61,286	62,677	65,010	67,344	68,294	69,244	70,194	71,144	72,094	73,044	73,993	74,943
9	62,286	63,834	66,167	68,501	69,451	70,401	71,351	72,301	73,251	74,201	75,151	76,100
10	63,286	64,991	67,325	69,658	70,608	71,558	72,508	73,458	74,408	75,358	76,308	77,258
11	64,286	66,148	68,482	70,815	71,765	72,715	73,665	74,615	75,565	76,515	77,465	78,415
12	65,286	67,305	69,639	71,972	72,922	73,872	74,822	75,772	76,722	77,672	78,622	79,572
13	66,286	68,462	70,796	73,129	74,079	75,029	75,979	76,929	77,879	78,829	79,779	80,729
14	67,286	69,619	71,953	74,286	75,236	76,186	77,136	78,086	79,036	79,986	80,936	81,886

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651 Doas St, Rm 418
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