

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF FACT FINDING	]	
BETWEEN	]	PLRB CASE NO.
SHIPPENSBURG AREA SCHOOL DISTRICT	]	<b>Act 88-25-9-E</b>
AND	]	
SHIPPENSBURG AREA EDUCATION	]	
ASSOCIATION	]	

Before:	Lawrence J. Spilker, Fact-Finder
Place of Hearing:	Shippensburg Area Senior High School
Date of Hearing:	November 17, 2025
Date of Report:	December 1, 2025

Appearances:

For the District:  
David M. Walker, Esq. Attorney, Solicitor

For the Association:  
Clovis M. Gallon, Uniserv Rep.

Administration

Pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act, Act 195 of 1970 (PERA), The Shippensburg Area Education Association, PSEA-NEA (hereinafter Association) requested fact finding on October 10, 2025. the PLRB appointed the undersigned to act as a fact finder, under the cited statutes. This fact finder held a hearing on November 17, 2025, 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.

This Report contains "recommendations" for unresolved 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 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 recommen

## **Appendix A – Salary (Yearly Increases)and Healthcare premium share**

The District proposed generous annual salary increases of 4.53%, 4.3%, 4.25%, 4.1% upon acceptance of a “Spousal Carveout” on health care and weigh loss drug restrictions. The District made a case for the need to control health insurance costs. It is the conclusion of the fact finder that a spousal carve-out is not an optimal resolution to this issue, inasmuch as it would divide the bargaining unit into those on the District plan and those outside of it. It is the recommendation of this fact-finder that the salary increases shall be 4.53%, 4.3%, 4.25%, 4.1%, retroactive to August 29, 2025, with an increase in the employee health-care premium share to 7% beginning in the first contract year. The restriction on weight loss drugs has already been agreed by the parties.

### **Salary Schedule**

2025-2026

Step	Bachelors	Masters (30)	Masters (45)	Masters (60)	Masters (75)	Masters (90)
1	58,134	60,117	62,104	63,494	64,889	66,278
2	59,794	61,783	63,768	65,159	66,550	67,941
3	62,377	64,364	66,352	67,742	69,130	70,525
4	64,960	66,947	68,934	70,326	71,717	73,107
5	67,543	69,529	71,518	72,909	74,297	75,690
6	70,126	72,112	74,101	75,493	76,883	78,272
7	72,708	74,694	76,685	78,074	79,466	80,857
8	75,293	77,279	79,267	80,658	82,047	83,438
9	77,878	79,865	81,851	83,241	84,633	86,025
10	80,462	82,445	84,433	85,823	87,214	88,606

2026-2027

Step	Bachelors	Masters (30)	Masters (45)	Masters (60)	Masters (75)	Masters (90)
1	60,804	62,787	64,774	66,164	67,559	68,948
2	62,464	64,453	66,438	67,829	69,220	70,611
3	65,047	67,034	69,022	70,412	71,800	73,195
4	67,630	69,617	71,604	72,996	74,387	75,777
5	70,213	72,199	74,188	75,579	76,967	78,360
6	72,796	74,782	76,771	78,163	79,553	80,942
7	75,378	77,364	79,355	80,744	82,136	83,527
8	77,963	79,949	81,937	83,328	84,717	86,108
9	80,548	82,535	84,521	85,911	87,303	88,695
10	83,132	85,115	87,103	88,493	89,884	91,276

2027-2028

Step	Bachelors	Masters (30)	Masters (45)	Masters (60)	Masters (75)	Masters (90)
1	63,729	65,712	67,699	69,089	70,484	71,873
2	65,389	67,378	69,363	70,754	72,145	73,536
3	67,972	69,959	71,947	73,337	74,725	76,120
4	70,555	72,542	74,529	75,921	77,312	78,702
5	73,138	75,124	77,113	78,504	79,892	81,285
6	75,721	77,707	79,696	81,088	82,478	83,867
7	78,303	80,289	82,280	83,669	85,061	86,452
8	80,888	82,874	84,862	86,253	87,642	89,033
9	83,473	85,460	87,446	88,836	90,228	91,620
10	86,057	88,040	90,028	91,418	92,809	94,201

2028-2029

Step	Bachelors	Masters (30)	Masters (45)	Masters (60)	Masters (75)	Masters (90)
1	66,774	68,757	70,744	72,134	73,529	74,918
2	68,434	70,423	72,408	73,799	75,190	76,581
3	71,017	73,004	74,992	76,382	77,770	79,165
4	73,600	75,587	77,574	78,966	80,357	81,747
5	76,183	78,169	80,158	81,549	82,937	84,330
6	78,766	80,752	82,741	84,133	85,523	86,912
7	81,348	83,334	85,325	86,714	88,106	89,497
8	83,933	85,919	87,907	89,298	90,687	92,078
9	86,518	88,505	90,491	91,881	93,273	94,665
10	89,102	91,085	93,073	94,463	95,854	97,246

**Article 3.01 – Length of School Day**

The following language is recommended by the fact-finder:

It is agreed that the bargaining unit member's workday shall be an average of seven and one half (7.5) continuous hours but shall not exceed eight (8) continuous hours in any one day. Specific hours of work shall be established by the Administration and made known to the members of the bargaining unit prior to the start of the school year. Hours of work may, with at least five (5) working days' notice, be altered by the principal to accommodate conditions unique to a particular school. The workday shall take place between the hours of 7:00 a.m. and 4:00 p.m., unless mutually agreed upon by the administration and the member of the bargaining unit. ~~During each workday, the administration will provide at least a thirty (30) minutes duty free lunch period. The work week shall be defined in section 3.01 as five (5) consecutive teacher workdays and shall not exceed thirty seven and one half (37.5) hours. During each thirty seven and one half (37.5) hour work week, a minimum of two hundred (200) minutes of duty free planning time will be provided in segments of not less than forty (40) minutes each at the secondary level and thirty (30) minutes each at the elementary level. The administration shall attempt to schedule these segments each day. Employees shall be provided one class period during each student day (a minimum of 40 minutes) for self-directed planning purposes. If a work day is reduced; the number of required planning minutes is reduced proportionally.~~

The following new language shall be added to the agreement:

**Article 9.00(a) – Continuing Education Tuition Credits (Tuition Reimbursement)**

The intent of the District's tuition reimbursement program is to help members of the bargaining unit earn advanced degrees/training in subject areas relevant to the mission of the district. Hence:

- a. When a member of the bargaining is enrolled in an appropriate graduate program (see eligibility requirements below), The District shall make payment to that institution of higher learning at the time of registration up to an amount equal to one hundred percent (100%) the cost of graduate tuition at Shippensburg University for the cost of tuition (and tuition only) of coursework pertaining to their first master's degree. The District will make payment of fifty percent (50%) the cost of tuition up to an amount equal to fifty percent (50%) the cost of graduate tuition at Shippensburg University for the first 30 credits of coursework beyond the bargaining unit member's first master's degree.
- b. Eligibility:

Pre-approval of graduate courses shall be obtained from the Superintendent or their duly authorized representative. If graduate courses are part of a degree or certificate program, then pre-approval of that program shall first be obtained.

1. Graduate courses shall be taken:
  - (i) In a college or university recognized by the Council for the Accreditation of Educator Preparation (CAEP) OR
  - (ii) As part of an approved graduate degree program or as part of an approved program for additional Pennsylvania Teacher Certification OR
  - (iii) In subject areas deemed appropriate by the Superintendent.
2. Copy of official grade report (an official transcript is acceptable but not required) shall be submitted to the Superintendent (or designee) upon completion of any course for which The District paid tuition under this benefit.
3. In the event that a course is not satisfactorily completed with a grade of "B" or better, the member of the bargaining unit shall reimburse the District all monies paid for that course.
4. The District will not make payment for courses graded pass/fail.

5. Courses offered for credit by organizations partnering with colleges or universities will not be approved for payment if the criteria for the courses being graduate level is based solely upon the employee paying additional money to receive graduate credit.
6. When a bargaining unit member is taking coursework to complete a degree or certification to fill a new (or potentially new) assignment at the request of The District, The District will pay one hundred percent (100%) the cost of tuition regardless of how many graduate credits the member has already obtained under this benefit.
7. Full-time substitute teachers serving their second consecutive year in the District shall be eligible for this benefit.
8. Members of the bargaining unit shall be eligible for tuition payment for a maximum of twelve (12) credits per contract year. For the purposes of this paragraph, a “school year” shall commence on July 1 and shall end on the following June 30. Credits will be considered earned by the course completion date referenced on the final grade report regardless of when the course begins.
9. In the event that a member of the bargaining unit who has received tuition payment leaves the District within two (2) years of the completion of the courses covered by this benefit, the member shall reimburse the District fifty percent (50%) of the costs of the tuition paid by the District.

(c) Any full-time Nurse or Social Worker who is a member of the bargaining unit shall be entitled to reimbursement for costs associated with maintaining licensing, up to two hundred dollars (\$200) per year.

#### **Article 9. Salary Schedule Column Advancement.**

Individual members of the bargaining unit will be responsible for requesting advancement on the salary schedule when eligible graduate credits are completed.

- a. To be eligible for salary advancement, credits must be obtained:
  - (i) In a college or university recognized by the Council for the Accreditation of Educator Preparation (CAEP) OR
  - (ii) As part of an approved graduate degree program or as part of an approved program for additional Pennsylvania Teacher Certification OR

- (iii) In subject areas deemed appropriate by the Superintendent.
- b. Courses offered for credit by organizations partnering with colleges or universities will not be approved for advancement if the criteria for the courses being graduate level is based solely upon the employee paying additional money to receive graduate credit.
- c. Requests for salary column advancement shall be made, in writing, to the Superintendent (or designee) and contain a transcript verifying eligibility for salary column advancement. All such requests must be submitted by September 15 for the advancement in the first semester and by January 15 for advancement in the second semester. Only credits from courses completed by the date requests for advancement are made will be considered. Credits will be considered earned by the course completion date referenced on the final grade report regardless of when the course begins.

**Article 5.06(a) *Personal Leave Carryover***

Current language is recommended.

**Article 5.06(c) *Personal Leave Payment***

The new language is recommended:

Unused personal leave days shall be reimbursed to the member of the bargaining unit at 90% of substitute rate per day at the member's request. All reimbursement due under this section shall be placed in the employee's Health Savings Account (HSA) or district sponsored retirement plan. This is an employer contribution and there is no cash option. Members shall be responsible for ensuring that any such employer contribution into an HAS account does not exceed the member's maximum allowable annual HAS contribution limits as established by the IRS. Personal day payment requests must be submitted to the Business Office no later than June 15<sup>th</sup>. Should a member not have an HAS account, or the amount earned would put the member over their HSA contribution limit, the amount or difference must be deposited in the member's retirement account. Should a member not have a retirement account established, the personal days will be considered accumulated if permitted, or forfeited. Said reimbursement into an HAS or retirement account shall be made no later than June 30<sup>th</sup> of the school year.

**Article 8.06 *Retirement Date***

This language recommended:

Bargaining unit members planning on retiring at the end of the school year must submit a letter of retirement by February 1 in order to receive \$2000 and paid benefits through August 31.

### **Article 9.03 *Payment of Unused Sick Leave at Retirement***

The following is recommended:

It is agreed that upon retirement with no less than five 5 years in PSERS, compensation for unused sick leave shall be as follows:

<b>Years of District Service</b>	<b>Compensation Rate</b>	<b>% of Accumulated Days to a maximum of 170 days</b>
<u>Members with 20 or more years</u>	<u>70% of Sub Rate</u>	<u>65% of accumulated sick days</u>
<u>Members with 15-19 years</u>	<u>70% of Sub Rate</u>	<u>60% of accumulated sick days</u>
<u>Members with 10-14 years</u>	<u>70% of Sub Rate</u>	<u>55% of accumulated sick days</u>
<u>Members with less than 10 years</u>	<u>70% of Sub Rate</u>	<u>50% of accumulated sick days</u>

All reimbursement due under this section shall be placed in an employee's Health Savings selected Account | HSA or district sponsored retirement plan by the member. This is an employer contribution and there is no cash option.

The maximum compensation for an individual will not exceed \$17,000.

### **Article 9.04 & 5.02(a)9(2) *Inservice incentive and physician's excuse requirement***

It is recommended that both the Inservice incentive and the physician's excuse language shall be removed.



**Appendix B C and E** *Supplemental Salaries and hourly rate*

It is recommended that the supplemental salaries and hourly rate shall receive the same percentage increases as the regular salaries.

**Appendix C Supplemental (Addition of Supplemental Library Support)**

It is recommended that the supplemental library support position shall not be created.