Commonwealth of Pennsylvania

Pennsylvania Labor Relations Board

In the Matter of the Impasse Between	)	
Westmont Hilltop Education Association	)	
And	)	ACT-88-26-8 -W
Westmont Hilltop School District	)	

FACT FINDING REPORT AND RECOMMENDATIONS

APPEARANCES:

For the Association:	**For the District:**
Robert (Butch) Casti	Michael Parrish, Esquire
UniServe Representative	Spence Custer
Jeffrey Papcun (WHEA)	Thomas Mitchell, Supt.
Pennsylvania State Education Association	Westmont Hilltop School District
Johnstown, PA 15904	Johnstown, PA 15905

BACKGROUND

On July 21, 2026, the Pennsylvania Labor Relations Board (PLRB) appointed the undersigned as Fact Finder pursuant to ACT 88 and the Public Employee Relations Act (PERA) in the impasse between the Westmont Hilltop Education Association (PSEA) ("Association") and the Westmont Hilltop School District ("District"), for the District's professional employees.

The parties to this dispute have a long collective bargaining relationship. The most recent Agreement between the parties was a four (4) year agreement that expired June 30, 2026. The parties have been bargaining since early 2026 but have been unable to amicably reach a successor agreement. The District declared an impasse and requested fact finding on July 6, 2026, and subsequently, the PLRB granted the request and ordered fact finding. Pursuant to this order, the above listed Fact Finder was appointed on July 21, 2026 to serve the involved parties.

The Fact Finding hearing was held on August 18, 2026, at 10:00 AM at the Westmont Hilltop School District Administrative Building in Johnstown, PA. At that time, the parties were afforded a full opportunity to present extensive testimony, question witnesses, and introduce documentary evidence in support of their respective positions. The Association was admirably and professionally represented by Mr. Jeffrey Papcun of the Westmont Hilltop Education Association, as well as Mr. Robert (Butch) Casti of the Pennsylvania State Education Association (PSEA), Johnstown, PA offices. The District was represented in a likewise commendable manner by Mr. Michael Parrish, Esquire, of the Spencer Custer firm of Johnstown, PA, as well as Mr. Thomas Mitchell, Superintendent of the Westmont Hilltop School District. While the Association indicated that it believed that a substantial number of issues were previously tentatively agreed upon, the District contended that these agreements were tentative based upon acceptance of a total and comprehensive package agreement which included benefits and salary. Nevertheless, the parties, after engaging in serious negotiations over several months, were very close on a number of areas/issues. At the conclusion of the hearing, the record closed and the matter is now ready for the within Report of Recommendations.

OVERVIEW

The Westmont Hilltop School District is a small public school district located in Cambria County. The District, often referenced as a commuter or "bedroom community" comprised of residential properties as opposed to industrial and business entities, encompasses approximately fifteen (15) square miles, serving the communities of Upper Yoder Township, Westmont Borough and Southmont Borough in the western suburbs of Johnstown, PA. [1] According to District statistics, student enrollment has declined significantly, from 1,714 students during the 2010-2011 school year to approximately 1,425 students currently, with a percentage increase from 24.3% to 46.2% in economically disadvantaged student composition, as well as an increase from 8.9% to 17% percentage of students receiving special education services. Due to recent renovations, including demolition of former elementary and middle schools, the District has consolidated three (3) campuses into two (2). Approximately 48% of the overall community population is over the age of 50, resulting in a community experiencing both population decline and aging. While the median income of the residents remains relatively strong, it cannot be ignored that the overall tax base and enrollment is declining. In the early 2000's, the School Board raised taxes almost yearly, however, most recently taxes have not been raised to the ACT 1 index. And while Westmont Hilltop is known for having the highest taxes in the area, the District has the second-highest millage rate among the County's school districts.

The Association bargaining unit is comprised of teachers, counselors and nurses. The Association points out that the last rounds of negotiation have been dominated by two (2) topics- the unfair amount of funding provided to the District by the State, and additionally, health care costs. In spite of major capital improvement projects completed, the Association contends that administrative positions have increased while teaching positions have decreased. The Association cites its agreements in the past, such as becoming the first district to switch to a Qualified High Deductible (QHD) health care plan in the area, in an effort to account for funding difficulties, as well as agreeing to reduced HSA reimbursements and higher deductible

[1] Wikipedia.

responsibilities shifting to the employee. Additionally, the Association argues that since 2019, its annual salary increase percentages have below the average of surrounding districts, as well as there has been an addition of steps, increasing the costs of increments while making it difficult to spread the average annual raise across the schedule. The Association points out that the current State budget, as well as the recent fair funding court ruling have resulted in State increases in funding to the District. The Association also points out that property taxes have only been increased twice in the past decade.

In finding a fair balance between fiscal health of the District and fair raises and benefits for its members, the Association argues that the balance should not be borne by the teachers exclusively. The Association argues that any increase in salary should not be eroded by increased health care costs, as well as teachers who are situated at the top of their respective pay scales should be able to enjoy fair and equitable salary increases similar to unit members at the lower steps of the pay scale. Finally, the Association reminds this Fact Finder that the District proposal to reduce its retirement lump sum contribution should not be unfairly decreased in order for the employee to rely on unused sick leave reimbursements accumulated through the years, and not properly utilized when an employee is truly ill and needs to utilize this earned benefit.

The District contends that its goal is to provide a fair and sustainable employment agreement that recognizes the contributions of its professional staff while protecting the long-term financial health of the District, as well as the interests of its taxpayers, students, and other employees. In managing the District's resources responsibly, the District realizes it must provide high quality education as well as making financially responsible decisions. Among specific responsibilities attached to management of the District, are included addressing maintaining two (2) school buildings; operating educational programs; maintain necessary staff to meet student needs; transportation services; and providing of mandated student services, even as the number of students decreases. The District points out that projects have resulted in the nearly $56 million in total debt service with payments extending to 2025, supporting the position that financial decisions must be prudent and sustainable.

In addressing salary and benefit costs, the District argues that salaries have always remained competitive, with Association members ranking at or near the top among area districts. The District points out that while the median household income in Cambria County was less than $60,000 in 2023, the average salary that year for a District bargaining unit member was $65,447. The District also points out that in the past several years, staffing has not been reduced, but rather positions have been reallocated to address the declining g student population. Additionally, the District reminds the Fact Finder that bargaining unit members and their families enjoy health, vision, dental and long term disability insurance, with no employee contributions to these premiums. These benefits are provided in light of the fact that the District's health insurance premiums have increased by approximately 150% from $1.6 million to $3.8 million during the last four (4) years, with projected annual premium increases of approximately 12.7% looming, these costs being outside the District's direct control. The District adds that the prior health care consortium ended on July 1, 2026, resulting in the necessity of participating districts to develop alternative health insurance arrangements, specifically BSI being chosen to manage the District's insurance program using Public Schools Health Insurance Cooperative (PSHIC).

Given the substantial increases since 2015 in the costs of cyber-school, special education, and vocational education expenses, which are not discretionary but of a necessity, the District contends its contract proposals are fair and equitable, while providing financially sustainable outcomes for the District and its taxpayers. The District stresses that it is proud of the quality of the staff who comprise this unit, and it recognizes the significant contributions of its professional staff. By prioritizing attracting and retaining high-quality professionals who are members of this unit, it has been able to build a great school district through collaboration, benefitting students and producing high student-achievement outcomes.

OPEN ISSUES

The Association and the District identified the following issues remaining in dispute and open at the time of the Fact-Finding hearing:

1. **ARTICLE I, Section E.- <u>TERM</u>**
2. **ARTICLE III, Section D.- <u>RIGHTS OF TEACHERS</u>**
3. **ARTICLE III, Section G.- <u>RIGHTS OF TEACHERS</u>**
4. **ARTICLE IV, Section C.- <u>RIGHTS OF THE ASSOCIATION</u>**
5. **ARTICLE IV, Section E.- <u>RIGHTS OF THE ASSOCIATION</u>**
6. **ARTICLE V, Section A.- <u>TERMS AND CONDITIONS OF EMPLOYMENT</u>**
7. **ARTICLE V, Section C.- <u>TERMS AND CONDITIONS OF EMPLOYMENT</u>**
8. **ARTICLE V, Section I.- <u>TERMS AND CONDITIONS OF EMPLOYMENT</u>**
9. **ARTICLE V, Section M.- <u>TERMS AND CONDITIONS OF EMPLOYMENT</u>**
10. **ARTICLE V, Section N.- <u>TERMS AND CONDITIONS OF EMPLOYMENT</u>**
11. **ARTICLE V, Section Q.- <u>TERMS AND CONDITIONS OF EMPLOYMENT</u>**
12. **ARTICLE V, Section T.- <u>TERMS AND CONDITIONS OF EMPLOYMENT</u>**
13. **ARTICLE VI, Section A-E. <u>SALARY SCHEDULES, SEVERANCE PAY, MILEAGE</u>**
14. **ARTICLE VI, Section F.- <u>SALARY SCHEDULES, SEVERANCE PAY, MILEAGE</u>**
15. **ARTICLE VI, Section I.- <u>SALARY SCHEDULES, SEVERANCE PAY, MILEAGE</u>**
16. **ARTICLE VI, Section J.- <u>SALARY SCHEDULES, SEVERANCE PAY, MILEAGE</u>**
17. **ARTICLE VI, Section N.- <u>SALARY SCHEDULES, SEVERANCE PAY, MILEAGE</u>**
18. **ARTICLE VI, Section O.- <u>SALARY SCHEDULES, SEVERANCE PAY, MILEAGE</u>**
19. **ARTICLE VII, Section B.- <u>TEACHER LEAVE</u>**
20. **ARTICLE VII, Section C.- <u>TEACHER LEAVE</u>**
21. **ARTICLE VII, Section D.- <u>TEACHER LEAVE</u>**
22. **ARTICLE VII, Section G.- <u>TEACHER LEAVE</u>**
23. **ARTICLE VIII, Section A.- <u>HEALTH INSURANCE</u>**
24. **ARTICLE IX, Section G.- <u>MISCELLANEOUS</u>**

DISCUSSION AND RECOMMENDATIONS

To arrive at the following recommendations, this Fact Finder relied upon, among other things, the following criteria:

1. The reliable and credible testimony provided; the evidence presented at the Fact Finding hearing and further clarifications given to questions of this Fact Finder.
2. The expired collective bargaining agreement.
3. Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and employees doing similar work, giving consideration to factors peculiar to the Westmont-Hilltop School District.
4. The interest and welfare of taxpayers and the ability of Westmont-Hilltop School District to finance and administer the Recommendations proposed.
5. 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 collective bargaining agreement created through this process.

The Recommendations that follow constitute the settlement proposals upon which the parties are now required to act as directed by PLRB regulation and statute. A vote to accept the Report does not constitute agreement with, nor endorsement of the rationale contained therein. Rather, it represents only an agreement to resolve the issues by adopting the Recommendations. The parties are directed to review the Report and within ten (10) days of its issuance, notify the PLRB of their decision to "accept" or "reject" the recommendations. The Report will be released to the public if not accepted by one or both parties, or if one or both parties fail to respond.

PREAMBLE- TERM OF AGREEMENT

Association and District Position:

Both parties propose a three (3) year Agreement, beginning July 1, 2026 and expiring June 30, 2029.

Recommendation:

As both parties seek the stability of a three (3) year Agreement, and have both tailored their proposals pertaining to a three (3) year Agreement, I recommend adoption of a three (3) year term of Agreement.

<u>Through discussions prior to the Fact Finding process, the parties appeared to agree in principle, pending acceptance of an agreement inclusive of insurance and salaries, on the following:</u>

ARTICLE III, Section D.- RIGHTS OF TEACHERS (Criticism)

Association and District Positions:

add "….or forums."

Recommendation and Rationale:

Absent strenuous argument from either side, or anecdotal evidence to reject this proposal, I recommend adoption of the following language:

"Any criticism of a bargaining unit member, administrator or Board member by a bargaining unit member, administrator or Board member on school property shall be made in confidence and never in the presence of students or during instructional time, parents, or other public gatherings or forums."

ARTICLE IV, Section C. RIGHTS OF THE ASSOCIATION (Mail)

Association and District Positions:

Change to "….use inter-school mail, facilities, school email, and school mailboxes."

Recommendation and Rationale:

Absent strenuous objection from either side, and as the change appears to recognize the advancement of using email, I recommend adoption of the following:

"The Association shall be allowed the use of inter-school mail, facilities, school email, and school mailboxes."

ARTICLE IV, Section E.- RIGHTS OF THE ASSOCIATION (House of Delegates)

Association and District Positions:

Change to provide for leave with pay, as well as the District being reimbursed full cost of substitute teacher by Association.

Recommendation and Rationale:

As the proposed changes seem to provide a small financial benefit to each side, without strenuous objection being presented, I recommend adoption of the following:

"The Board shall grant the President and one other member of the Association or their designees, leave with pay to attend the PSEA House of Delegate Conventions. The Association will reimburse the District for the full cost of the substitute teacher."

ARTICLE V, Section I. – TERMS AND CONDITIONS OF EMPLOYMENT (Protection and Safety)

Association and District Positions:

Change the current maximum dollar amount of reimbursement for damage/destruction replacement, to language providing replacement equal to the value of the item(s).

Recommendation and Rationale:

As the proposal represents a more realistic compensatory value, without setting a minimum or maximum level of replacement costs (s), I recommend adoption of the following:

"The Board shall reimburse bargaining unit members for any loss, damage or destruction of clothing and/or personal property while carrying out assigned duties during the normal work day and assigned duties of their supplemental contracts in an amount equal to the replacement value of the lost or damaged item." (No other change to current language).

ARTICLE V, Section N.(5)- TERMS AND CONDITIONS OF EMPLOYMENT (Preparation Time For Full Time Teachers)

Association and District Positions:

Clarification and finer definition of the majority of the class period being over 50%, as well as a proposed increase from $20 to $25 per class period; as well as an increase in maximum compensation per day.

Recommendation and Rationale:

As the Association points out, a defined time period in lieu of an arbitrary time used outside the contract makes great sense to both parties, and as an insertion of a table of compensation allows for keeping pace with inflation, I recommend adoption of the following:

5. “In the event that a teacher is needed to cover for the majority (over 50%) of the class period during their regularly assigned daily schedule, compensation will be deposited the employee’s HAS or 403(b) at the following rates:

Coverage Rates:
2026-2027- $21.00 period/$36.75/collapse (Max: $147/day)
2027-2028- $22.00 period/$38.50/collapse (Max:$154/day)
2028-2029- $23.00 period/$40.25 collapse (Max: $161/day)”

ARTICLE V, Section T.- TERMS AND CONDITIONS OF EMPLOYMENT (New Teacher Induction)

Association and District Positions:

Add possibility of second year of new teacher induction, changing the time (formerly “days”) from up to four (4) days, to forty (40) hours; provide for a compensatory stipend for participation in the induction training.

Recommendation and Rationale:

As no strenuous objection was raised by either party to these changes, and as the changes seem equitable and beneficial to both parties, I recommend adoption of the following:

“For the purpose of properly inducting new teachers into the field of education, the District may require teachers in their first or second year of employment with the District to participate in up to forty (40) hours of induction training beyond the contracted in-service and student day obligations. The time will be established by the administration and would preferably be scheduled during the summer prior to the start of the school year.

3. Teachers who complete the induction program will be compensated with a stipend deposited into an investment account of their choosing.

Year 1-$1,000 (30 hours) Year 2- $500 (10 Hours)

ARTICLE VI, Sections A. through E.- SALARY SCHEDULES, SEVERANCE PAY, MILEAGE (Basic Salary Schedule)

Association and District Positions:

Both parties presented comprehensive salary proposals for the term of the Agreement, increases to include an annual increment. The District proposed to increase the scale by one step, (nineteen (19) steps to twenty (20) steps) while the Association proposed maintaining nineteen (19)steps, arguing that an additional step shrinks the overall value of the raise. Overall, the Association proposes a three (3) year increase of 10.5%, with increases of 3.5%, 3.5%, and 3.5% respectively. The Association specifically proposes an overall decrease in step increment values and an increase in the starting salary.

The District proposes an overall three (3) year increase of 9.02%, with increases o f 3%, 3.01%, and 3.01% respectively. The District also proposes a slightly differing version of decreasing step increments while increasing one (1) step, as well as an increase in starting salary. The District argues this proposal is similar to what was accepted by the ACT 93 unit, as well as it provides top-step employees additional salary.

Recommendation and Rationale:

The Fact Finder notes initially that the parties are extremely close in their respective positions. Both parties present reasonable, fair and equitable proposals. I am mindful that there were no recruitment/retention issues presented, however, with both parties expressing a goal of remaining competitive relative to neighboring districts.

I credit the Association position of accepting raises in the recent past of "average" or "below average" with employees at the top of the scale not realizing incremental raises; crediting of the District position of the necessity to maintain a sustainable fiscal future for the next three (3) years and beyond; the acknowledgement that the District enjoys a fairly sound economic position, however it is facing bond debt and increasing benefit costs in future years; as well as the fact that the District has not increased the ACT 1 index in recent years, following a succession of increases earlier in the decade; and most importantly, striking a fair and reasonable balance between the salary increases and the Recommendation regarding health care benefits. Additionally, the District proposes adding a step, in order to provide extra income for those employees at the top of the scale, but the Association rejects this additional step, arguing that it decreases the overall value of the annual increases for the unit as a whole.

While this Fact Finder is respectful of the positions in Fact Finding to be competitive and arrive at a salary agreement reflective of “average” or “slightly below or above”, the salary structure in the parties’ expiring CBA, as well as their proposals, presents a conundrum of sorts when attempting to ascertain what an average amounts to with this unit. Specifically, slightly less than half the unit employees are positioned at the Bachelor’s or Master’s levels in the lower segments of the scale and would enjoy average raises of over $3,000 annually, or approaching 3.6% in some instances, including increment, based on either side’s proposal; while slightly more than half the unit employees are positioned at a variety of degree levels but at the respective top steps. These employees would rarely, if at all, receive an increment as part of their raises. These employees would average in most cases a raise of approximately 1.8% or even less, based on either side’s proposal. The dollar value is also much less.

The Association presented statistics indicating average raises in neighboring districts of about 3.6% over the last few years and moving forward, with a dollar value increase hovering around $2,335 annually. The District also presented statistics of neighboring district raises, which indicated an average annual dollar increase of $2,182 in recent years. Thus, the past, present and future anticipated raises of multiple neighboring districts must all be legitimately factored.

As we are all aware, “averages” can at times be deceiving, or at least do not provide a complete picture. What also must be taken into account is the number of employees at each step; the number of “vacant” or cells where no employees are stationed at; the years of service of employees individually and as a whole; peculiar circumstances of each neighboring district; whether a CBA was reached through negotiation or as a result of a third-party intervention; how many steps comprise the pay scale and what is the value of an increment? These are just the tip of the iceberg of factors to consider.

Therefore, taking the aforementioned facts into consideration, as well as other related issues, I recommend the following, as presented in Salary scales in the following pages:

-I recommend adoption of the District salary proposal/scales, including adding one step (20) in year 2026-2027 and for the term of the Agreement.

-In addition to the District salary scale, I recommend the awarding of a one–time annual lump sum cash payment, not included in calculations of regular salary for retirement purposes, to be given to employees at the top step of their respective pay scales, and who would not be otherwise eligible for step movement or the awarding of an increment, when other bargaining unit employees are otherwise eligible for an increment /step movement. This cash payment will be provided in the following amounts:

2026-2027- $820.00

2027-2028- $820.00

2027-2028- $850.00

This lump sum payment is recommended to recognize the gap in raises between the lower steps and the top step, and to recognize the continued service of those at the top step of the scales. This awarding helps to close the gap and move towards a more valid overall “average.” This lump sum tends to favor the District in its attempts to keep future mandatory payments under control, while at the same time, it favors senior Association members, recognizing them and providing a moderate amount of compensation in a one-time lump sum. I recommend adoption of the following language:

"A total payroll increase will be paid by the District over the term of the Agreement. The increases in salary will be inclusive of the step increment. Additionally and during the term of this Agreement, annual lump sum payments will be paid to employees at the maximum step of their pay scale group/column who would otherwise be ineligible for increments. These annual payments will be made at the time other bargaining unit members eligible for an increment receive theirs. These payments are taxable, not to be added to PSERS salary, nor do they count towards final salary calculations, nor are they subject to PSERS contributions. Except for contract year 2026-2027, no employee is eligible to receive an increment and an annual lump-sum payment in the same contract year.

The District and the Association reserve the right to agree through a Memorandum of Understanding to place a newly hired teacher at another Step of the Salary Schedule. The new Salary Schedule will contain 20 Steps with a starting salary of $48,250 at the Bachelor's degree level, beginning July 1, 2026.

Teachers shall work 187 days per school year. One of the 187 work days shall be allotted to teachers for self-directed classroom preparation; the room preparation day shall be completed in the month of August, but prior to the first student day. "

2025-26					
Step	**BS**	**M**	**M + 18**	**M + 36**	**PhD/60**
1	$ 46,700	$ 48,450	$ 49,200	$ 49,950	$ 51,700
2	$ 48,500	$ 50,250	$ 51,000	$ 51,750	$ 53,500
3	$ 50,300	$ 52,050	$ 52,800	$ 53,550	$ 55,300
4	$ 52,100	$ 53,850	$ 54,600	$ 55,350	$ 57,100
5	$ 53,900	$ 55,650	$ 56,400	$ 57,150	$ 58,900
6	$ 55,700	$ 57,450	$ 58,200	$ 58,950	$ 60,700
7	$ 57,500	$ 59,250	$ 60,000	$ 60,750	$ 62,500
8	$ 59,300	$ 61,050	$ 61,800	$ 62,550	$ 64,300
9	$ 61,100	$ 62,850	$ 63,600	$ 64,350	$ 66,100
10	$ 62,900	$ 64,650	$ 65,400	$ 66,150	$ 67,900
11	$ 64,700	$ 66,450	$ 67,200	$ 67,950	$ 69,700
12	$ 66,500	$ 68,250	$ 69,000	$ 69,750	$ 71,500
13	$ 68,300	$ 70,050	$ 70,800	$ 71,550	$ 73,300
14	$ 70,100	$ 71,850	$ 72,600	$ 73,350	$ 75,100
15	$ 71,900	$ 73,650	$ 74,400	$ 75,150	$ 76,900
16	$ 73,700	$ 75,450	$ 76,200	$ 76,950	$ 78,700
17	$ 75,500	$ 77,250	$ 78,000	$ 78,750	$ 80,500
18	$ 77,300	$ 79,050	$ 79,800	$ 80,550	$ 82,300
19	$ 79,120	$ 80,870	$ 81,620	$ 82,370	$ 84,120

2026-27 Salary					
Step	**BS**	**M**	**M + 18**	**M + 36**	**PhD/60**
1	**$48,250**	$50,000	$50,750	$51,500	$53,250
2	$50,000	$51,750	$52,500	$53,250	$55,000
3	$51,750	$53,500	$54,250	$55,000	$56,750
4	$53,500	$55,250	$56,000	$56,750	$58,500
5	$55,250	$57,000	$57,750	$58,500	$60,250
6	$57,000	$58,750	$59,500	$60,250	$62,000
7	$58,750	$60,500	$61,250	$62,000	$63,750
8	$60,500	$62,250	$63,000	$63,750	$65,500
9	$62,250	$64,000	$64,750	$65,500	$67,250
10	$64,000	$65,750	$66,500	$67,250	$69,000
11	$65,750	$67,500	$68,250	$69,000	$70,750
12	$67,500	$69,250	$70,000	$70,750	$72,500
13	$69,250	$71,000	$71,750	$72,500	$74,250
14	$71,000	$72,750	$73,500	$74,250	$76,000
15	$72,750	$74,500	$75,250	$76,000	$77,750
16	$74,500	$76,250	$77,000	$77,750	$79,500
17	$76,250	$78,000	$78,750	$79,500	$81,250
18	$78,000	$79,750	$80,500	$81,250	$83,000
19	$79,750	$81,500	$82,250	$83,000	$84,750
20	$80,300	$82,050	$82,800	$83,550	$85,300

2027-28 Salary					
Step	**BS**	**M**	**M + 18**	**M + 36**	**PhD/60**
1	$49,750	$51,500	$52,250	$53,000	$54,750
2	$51,450	$53,200	$53,950	$54,700	$56,450
3	$53,150	$54,900	$55,650	$56,400	$58,150
4	$54,850	$56,600	$57,350	$58,100	$59,850
5	$56,550	$58,300	$59,050	$59,800	$61,550
6	$58,250	$60,000	$60,750	$61,500	$63,250
7	$59,950	$61,700	$62,450	$63,200	$64,950
8	$61,650	$63,400	$64,150	$64,900	$66,650
9	$63,350	$65,100	$65,850	$66,600	$68,350
10	$65,050	$66,800	$67,550	$68,300	$70,050
11	$66,750	$68,500	$69,250	$70,000	$71,750
12	$68,450	$70,200	$70,950	$71,700	$73,450
13	$70,150	$71,900	$72,650	$73,400	$75,150
14	$71,850	$73,600	$74,350	$75,100	$76,850
15	$73,550	$75,300	$76,050	$76,800	$78,550
16	$75,250	$77,000	$77,750	$78,500	$80,250
17	$76,950	$78,700	$79,450	$80,200	$81,950
18	$78,650	$80,400	$81,150	$81,900	$83,650
19	$80,350	$82,100	$82,850	$83,600	$85,350
20	$81,450	$83,200	$83,950	$84,700	$86,450

2028-29 Salary					
Step	BS	M	M + 18	M + 36	PhD/60
1	$51,250	$53,000	$53,750	$54,500	$56,250
2	$52,900	$54,650	$55,400	$56,150	$57,900
3	$54,550	$56,300	$57,050	$57,800	$59,550
4	$56,200	$57,950	$58,700	$59,450	$61,200
5	$57,850	$59,600	$60,350	$61,100	$62,850
6	$59,500	$61,250	$62,000	$62,750	$64,500
7	$61,150	$62,900	$63,650	$64,400	$66,150
8	$62,800	$64,550	$65,300	$66,050	$67,800
9	$64,450	$66,200	$66,950	$67,700	$69,450
10	$66,100	$67,850	$68,600	$69,350	$71,100
11	$67,750	$69,500	$70,250	$71,000	$72,750
12	$69,400	$71,150	$71,900	$72,650	$74,400
13	$71,050	$72,800	$73,550	$74,300	$76,050
14	$72,700	$74,450	$75,200	$75,950	$77,700
15	$74,350	$76,100	$76,850	$77,600	$79,350
16	$76,000	$77,750	$78,500	$79,250	$81,000
17	$77,650	$79,400	$80,150	$80,900	$82,650
18	$79,300	$81,050	$81,800	$82,550	$84,300
19	$80,950	$82,700	$83,450	$84,200	$85,950
20	$82,600	$84,350	$85,100	$85,850	$87,600

ARTICLE VI, Section F.- SALARY SCHEDULES, SEVERANCE PAY, MILEAGE (Advanced Degrees)

Association and District Proposals:

The parties propose to provide compensation to a member upon completion of their first advanced degree, a reduction from current language which provides compensation also for a second advance degree.

Recommendation and Rationale:

As the parties appeared to be in agreement in principle prior to Fact Finding, and absent objections at the hearing, I recommend the following be adopted:

"Any professional or temporary employee who, during the term of his employment, earns or has earned their first Master's degree in Education or a Doctorate in the content specific to their current teaching assignment shall, upon submission of evidence, be entitled to compensation prescribed for his new status. "

ARTICLE VI, Section I.- SALARY SCHEDULES, SEVERANCE PAY, MILEAGE (Extended Contract Salaries)

Association and District Proposals:

The parties propose to increase the number of days on the basic salary schedule from 186 to 187, as well as there is an increase in days for employees on extended contracts.

Recommendation and Rationale:

Once again, without objections being noted, and as the parties appeared to agree in principle prior to Fact Finding, I recommend adoption of the following:

"Salaries for the members of the bargaining unit on extended contracts shall be determined on a daily rate based upon annual salary as indicated on the Basic Salary Schedule for those days of employment beyond the 187 days. Per diem rate shall be determined by dividing the annual rate by 187.

-Guidance Counselors- 193 day contract

-School Nurse- 189 day contract

-Dean of Students- 193 day contract

ARTICLE VI, Section J.- SALARY SCHEDULES, SEVERANCE PAY, MILEAGE (Severance Pay Upon Retirement)

Association and District Proposals:

The Association is seeking an increase in severance pay upon retirement, as it has been stagnant for multiple contracts. The Association makes this proposal to assist retirees in paying for increasing health care costs, as they have no District provided health care for any length of time into retirement. The Association adds that the District will benefit by saving money in employee salaries.

The District is seeking a decrease in the lump sum payment and an increase in the sick leave payout, to compensate for the decrease, as well as to incentivize employees to conserve sick leave.

Recommendation and Rationale:

Both parties make compelling arguments for assisting retiring employees in increasing retirement compensation. The District argues that by conserving sick days, this severance compensation can accumulate. The Association argues that members should not be discouraged from using sick days if they are truly sick, especially during times of pregnancy and child care leave. Neither side presented argument that the current level of $15,000 payment is insufficient or taxing on the District, or insufficient for retirees. Both sides are in agreement to increase compensation for unused sick days. In my opinion, this should provide an increase for retirees, working in conjunction with an adequate lump sum payout provided by the District. Therefore I recommend adoption of the following:

"The District will give each retiring employee with fifteen (15) or more years of service to the District a lump sum payment of $15,000. The retiring employee will also receive $150 for each sick leave day. The maximum payout for unused sick days is capped at $30,000."

No other changes to this Section are recommended.

ARTICLE VI, Section N.8.- SALARY SCHEDULES, SEVERANCE PAY, MILEAGE (Supplemental Contract, Extra Duty)

Association and District Proposals:

Both parties have agreed in principle previous to Fact Finding that a 1.5% per year increase was acceptable to the parties, as well as concurrence on a comprehensive study to be undertaken for recommendations for future compensation, at the District's expense and to be non-binding.

Recommendation and Rationale:

As the parties appear to be working together for a similar outcome on this matter, and as the raise is the same percentage raise as in previous contracts, I recommend adoption of the following:

"Salaries on the extracurricular scale shall receive a 1.5% increase per year for length of this Agreement. Additionally, the parties agree to engage a comprehensive study completed by PSBA at the District's expense, of these positions. The recommendations will be non-binding and used for future salary determinations. "

ARTICLE VI, Section O.- SALARY SCHEDULES, SEVERANCE PAY, MILEAGE (Hourly Rate)

Association and District Positions:

The Association proposes an increase in the hourly rate for work performed outside the school day, in order to address cost of living increases. There was no opposition voiced at the hearing by the District.

Recommendation and Rationale:

The proposal of the Association is reasonable, requesting a modest increase of $1.00 to the rate, for each year of the Agreement. Therefore, I recommend adoption of the following:

"Members of the Association will earn the hourly rate in the table below for all work performed outside of the teacher's professional responsibilities, unless specified by an extra-curricular contract. Participation in such activities shall be voluntary and pre-approved by the administration.

2026-27	2027-28	2028-29
$33.00	$34.00	$35.00"

ARTICLE VII, Section B.4.- TEACHER LEAVE (Personal Leave)

Association and District Proposals:

The parties propose a date change to the end of the school year for convenience and specification for the parties. They also propose a sliding scale for reimbursement to incentivize and encourage investment into health care or retirement accounts.

Recommendation and Rationale:

As the proposed changes appear to benefit both parties in multiple ways, I recommend adoption of the following:

"The employee must notify the business office in writing by the end of the school year of each year of his/her intent to (1) carry over days as personal leave day, (2) request that the days be transferred to sick leave, or (3) be paid at a rate of (Year 1:) $145; (Year 2:) $150; (Year 3:) $155 per day for each unused personal day, payment to be deposited in either the employee's HSA or 403 (b). If no notification is made by the day after the last student day, the employee will be paid per option 3 above."

No other changes to this Section.

ARTICLE VII, Section D.3. and new D.6.- TEACHER LEAVE (Sick Leave)

Association and District Proposals:

The parties make this proposal, referencing the substitute teacher shortage, as a benefit to allow employees to take half sick days, resulting in benefit to both parties. Additionally, to cash in sick days allows employees to fund HSA and incentivize attendance.

Recommendation and Rationale:

In determining that the parties' proposal is rational and beneficial to the parties, I recommend adoption of the following:

"3. Sick Leave may be taken as half day segments or full day segments. Three consecutive half or full day segments will require medical evidence.

6. Members may redeem up to forty (40) days annually for contributions to an HSA or 403 (b) account at a rate of $70 per day. In order to redeem days, members are required to maintain a balance of forty (4) days of sick leave on August 1 of each year."

ARTICLE VII, Section G.- TEACHER LEAVE (Sabbatical/Professional Leave)

Association and District Proposals:

The parties presented language to include adherence to District policy, in addition to the Public School Code of 1949, as amended, regarding this matter.

Recommendation and Rationale:

Finding no strenuous argument from either party, and as the proposal provides more District flexibility, I recommend adopting the following:

"Professional employees shall be granted sabbatical/professional leaves of absence in accordance with the applicable sections of the Public School Code of 1949, as amended, and District policy."

ARTICLE IX, Section G.- MISCELLANEOUS (Mailing Addresses)

Association and District Proposals:

Both parties presented concurrence on the mailing address of the school.

Recommendation and Rationale:

Lacking any presentation of argument against this proposal, I recommend adoption of the following:

"222 Fair Oaks Drive, Johnstown, PA 15905."

ARTICLE VIII, Section A.- INSURANCE (Health Insurance)

Association and District Proposals:

The Association seeks to maintain a reasonable net gain for members when comparing raises to increased healthcare costs, in order to remain attractive to new hires and maintain current staff, as well as maintaining a commensurate relative position with surrounding districts. The District seeks decreased HSA contributions, certain pharmaceutical exclusions, sharing of costs and risks with employees, and elimination of spousal coverage, similar to other District units.

Recommendation and Rationale:

Once again, both parties present legitimate arguments in supporting their respective positions. Once again, a delicate balance must be reached in order to provide fair cost sharing of the increase in benefits, as well as a prevention of erosion of any salary increases. The trend to eliminate spousal coverage cannot be ignored, as well as the trend to eliminate designer or "vanity" drugs from prescription coverage. The parties have already entered into agreement with a new broker prior to Fact Finding, which will provide relief in many areas regarding costs, including a lower “stop loss” threshold, and development of a Wellness program.

The District, without dispute, has shown that costs for current spouses create a disproportionate amount of claim costs. However, this must be balanced with a hesitancy to cause a bargaining unit of over 100 members to experience high benefit costs on the account of less than a handful of spouses who contributed to a high dollar amount of claims. Again, a delicate balance of compassion, realized net salary gain, and reality of rising benefit costs must reached, keeping in mind parity with other bargaining units in the District and the surrounding area. An incentive to “opt out” of health insurance coverage with the District must be increased, which benefits both parties, as well as a flat dollar contribution to an HSA for employees participating in the newly developed Wellness programs, must occur. Finally, except for the disproportionate claims of a few employee spouses, and although both parties seek an increase or decrease, the current level of Deductible seems appropriate, as it was the result of joint negotiations in the previous CBA.

Based on these factors, I recommend adoption of the following:

“The District will provide individual or full family health insurance coverage under a QHDP or an equivalent group insurance plan mutually agreed to by the Board and the Association.

-Deductibles-IRS Minimum+ 100 for single; 200 for family, for the length of the agreement
-Once deductible is met, there are no co-pays other than RX
-Prescription coverage consists of National Select Formulary, Mandatory Generic Drugs, and excluding Vanity Drugs.
-Employees currently taking RX Vanity Drugs will have a 60 calendar day window from the date of acceptance of these terms to find alternative methods to RX Vanity Drug coverage.

-Employees must comply with all drug programs/terms as established by the broker.

1. Any bargaining unit member can choose , in lieu of membership in the District provided group medical plan, a payment of $250 per month for a total payment of $3,000 per year. If more than 20 members opt out of the District provided medical plan, the payment will be $350 per month for a total payment of $4,200 per year.

-A Health Care committee, comprised of District and Association representatives, will meet yearly to evaluate the employer-provided health care plan and mutually agree upon needed changes (if any) to curb premium costs. If the annual increase is above 12.5%, the Health Care Committee will be required to recommend changes to achieve the threshold, which all parties must accept. Consortium membership will consist of one (1) member of each bargaining unit at Westmont Hilltop; or employment group (ACT 93) the District Business Manager; the District Superintendent, and one District School Board member. Vendor selection is at the discretion of the District.

2. -The District will fund a lump sum payment of $1,000 into each participating employee's HSA account in January of each calendar year for the term of the CBA, beginning in January 2027, contingent upon the employee's participation in the District-sponsored wellness program, including annual doctor's visits, preventative care, and blood screening. Failure to remain as a participant throughout the year will result in a reduced HSA payment of $350 the following January. There shall be no cash option in lieu of HSA payment.

3.- <u>Spousal Coverage</u>

<u>The District….</u>

No change in a. through f. for current language employees.

4. Effective with employees hired on or after July 1, 2027, spousal health insurance coverage is limited to spouses who do not qualify for medical insurance under the ACA. (For example, eligible spouses for District coverage would be part-time employees working less than thirty (30) hours per week and unemployed spouses. Spouses who work part-time, working more than thirty (30) hours per week, as well as spouses who work full-time, as well as self-employed spouses would be ineligible for coverage.) Employees with a spouse who is eligible to receive medical insurance from their spouse's employer , must enroll in such medical insurance from the spouse's employer, and is not eligible medical insurance coverage from

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The following matters were presented at Fact Finding as having been previously discussed, with Agreement on some issues made prior to formal Fact Finding. This was disputed by the District, arguing that a comprehensive settlement was not reached by the parties.

ARTICLE III, Section G.- RIGHTS OF TEACHERS (Reduction In Force Furlough)

Association and District Proposals:

A proposal is on the table for inclusion of procedures in accordance with ACT 55 of 2017.

Recommendation and Rationale:

As no evidence or anecdotal arguments were presented indicating problems with current language, nor discussion of the benefits or concerns with ACT 55, I recommend no change to current language.

ARTICLE V, Section A.- TERMS AND CONDITIONS OF EMPLOYMENT (Teacher Workweek)

Association and District Proposals:

A proposal is on the table for collaborative establishment of professional responsibilities.

Recommendation and Rationale;

Without argument or evidence of problems with current process, I recommend no change to the current CBA language.

ARTICLE V, Section C.- TERMS AND CONDITIONS OF EMPLOYMENT (School Calendar)

Recommendation and Rationale:

Without clarity or explanation from either party as to an intended proposal/change, I recommend maintain current CBA language in this Section.

ARTICLE V, Section M.- TERMS AND CONDITIONS OF EMPLOYMENT (Curriculum Development and Materials)

Recommendation and Rationale:

Without clarity or explanation from either party as to intended proposal/change, I recommend maintain current CBA language in this Section.

ARTICLE V, Section Q.- TERMS AND CONDITIONS OF EMPLOYMENT (Individual Educational Programs)

Recommendation and Rationale:

While pre-formal hearing notes indicate a disagreement on this item, without clarity or explanation from either party as to intended proposal/change , as well as no problems enunciated with current language, I recommend maintain current CBA language in this Section.

ARTICLE VII, Section C.- TEACHER LEAVE (Emergency Leave)

Association and District Proposals:

There appear to be proposals on the table to either maintain current language or to delete the Section in its entirety.

Recommendation and Rationale:

Absent discussion and evidence to support either position, and with no problems cited with current language, I recommend to maintain current CBA language.

ALL OTHER MATTERS

Any other matters not specifically addressed are recommended to be **withdrawn.** Additionally, as noted above, any tentative agreements mutually made prior to the commencement of fact finding that are not specifically addressed in this report are recommended to be **included,** as agreed upon, in the new Agreement.

August 31, 2026	Respectfully submitted,
Allentown, PA	Larry Cheskawich, Arbitrator/Fact Finder
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