

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of Fact-Finding	:	Fact-Finding Report
	:	and
Between	:	Recommendations
	:	
Phoenixville Area School District	:	Case No. ACT 88-19-14-E
	:	
and	:	Date of Hearings: September 11
	:	and September 17, 2019
Phoenixville Education Association,	:	
PSEA/NEA	:	Date of Report: September 29, 2019

Before

A. Martin Herring, Esquire
Fact-Finder

Appearances

For the District:	Benjamin Pratt, Esquire 24 N. Lime Street Lancaster, PA 17602
For the Association:	Tricia Audrain, UniServ Representative PSEA Westtown Business Center 1512 McDaniel Drive West Chester, PA 19380

A. Martin Herring
Attorney At Law

604 S. Washington Square
Suite 1009
Philadelphia, PA 19106
(215) 568.9804
email: herringlaw.mh@gmail.com

September 29, 2019

Benjamin Pratt, Esquire
24 N. Lime Street
Lancaster, PA 17602

Tricia Audrain, UniServ Representative
PSEA
Westtown Business Center
1512 McDaniel Drive
West Chester, PA 19380

RE: Phoenixville Area School District and Phoenixville Education Association

Dear Mr. Pratt and Ms. Audrain:

Attached is the fact-finding report in the above-captioned case. The 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.

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 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 F. Bortner, Secretary of the PLRB at 717-787-1091. Thank you for your consideration regarding this matter. With kindest personal regards, I remain

Sincerely,

A. Martin Herring

A. Martin Herring

Attachment

cc: Nathan Bortner, Secretary, PLRB

Background

By letter dated August 20, 2019, 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 Phoenixville Area School District (hereafter referred to as the "District") and Phoenixville Education Association, PSEA/NEA (hereafter referred to as the "Association"). The Association represents a unit of approximately 327 bargaining unit teachers. The District is located in Chester County, Pennsylvania.

The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the "CBA") which was effective by its terms July 1, 2016 to June 30, 2019. 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 13.10	Salary
Article 19	Health Insurance

On September 10, 2019, an informal fact-finding hearing was conducted and on September 17, 2019, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned. During the hearings, 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 the 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 13.10

Salary

Article 19

Health Insurance

Article 13.10

Salary

Association Position

The Association's Position with Salary Schedules is attached hereto as Exhibit A.

District Position

The District's Position With Salary Schedules is attached hereto as Exhibit B.

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

ASSOCIATION ISSUE #1

Article 13.10-Salary Schedules

CURRENT STATUS IN THE DISTRICT

Teachers are currently in status quo receiving the same salary and health insurance benefits as in the prior year.

CURRENT POSITIONS

ASSOCIATION SUMMARY		DISTRICT SUMMARY	
		Salary from June 2019 District	
Total Compensation Model			
2019-2020:	2.99%	2019-2020:	2.58%
2020-2021:	2.99%	2020-2021:	2.02%
2021-2022:	2.99%	2021-2022:	1.71%
2022-2023:	2.99%	2022-2023:	2.25%
2023-2024:	2.99%	2023-2024:	2.46%

PROPOSED

See above Association Summary as well as salary schedules (A1-A3).

RATIONALE

From 1999-2009, Phoenixville teachers moved one (1) step per year on the salary schedule. Each year of teaching led to a more experienced teacher, so step movement reflected the rate of pay for the teacher's experience on the salary schedule. For example, a teacher in their 6th year of teaching was paid at the 6th step of the salary schedule. Unfortunately, this understanding drastically changed when from 2009-2013, the value of experience was no longer considered a normal cost of business, but instead factored into the overall teacher raise. Bargaining remained contentious for 4 years and teachers remained in status quo on the same step. Although teachers have since received salary increases from 2013 to the present, two additional years of step freeze delayed movement to the top step even more. As a result, the rate of pay for an experienced teacher has been significantly devalued. This has led to PAEA teachers losing a massive amount of money compared to their predecessors. For example, a 10-year teacher will have lost \$173,948 of career earnings (See Exhibit A4-A6) in comparison to the teachers who came before where step movement was automatic for years of experience and considered a normal cost of business.

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

Additionally, 38% of PASD teachers are situated on the first 5 steps of the salary schedule, and 59% are placed within the first 10 steps. If teachers are unable to move a step for each year of the new contract, they may start to actively seek employment elsewhere in a similarly situated District where step movement is the norm. Retention of qualified and experienced veteran teachers may be lost to other Districts as a result. Conversely, PAEA's own schedules provide a raise to educators at the top step which will be less than the cost of living, assuming the rate of COLA remains the same. The District's proposals for those at the top step are even less and will most likely not even cover increased health insurance costs.

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

Phoenixville Area									
2019-2020									
Steps									
From Top	Old System	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD
16	1	49,140	51,398	55,494	58,707	62,003	65,298	66,622	67,950
15	2	50,337	52,889	56,984	60,196	63,493	66,787	68,111	69,441
14	3	51,668	54,774	58,870	62,083	65,379	68,674	69,998	71,326
13	4	52,999	56,661	60,757	63,970	67,266	70,560	71,884	73,213
12	5	54,330	58,547	62,644	65,855	69,152	72,446	73,770	75,099
11	6	55,661	60,434	64,530	67,742	71,039	74,333	75,657	76,986
10	7	56,992	62,321	66,416	69,628	72,924	76,219	77,543	78,873
9	8	58,323	64,206	68,302	71,515	74,811	78,106	79,429	80,758
8	9	59,654	66,093	70,189	73,402	76,698	79,991	81,316	82,645
7	10	61,035	67,979	72,076	75,287	78,584	81,878	83,202	84,531
6	11	62,466	69,866	74,076	77,174	80,471	83,765	85,089	86,418
5	12	63,898	71,752	76,076	79,060	82,356	85,651	86,975	88,304
4	13	65,328	74,552	78,076	81,584	84,880	88,175	89,499	90,828
3	14	66,760	77,963	80,076	84,108	87,404	90,699	92,023	93,351
2	15	69,222	81,374	83,930	87,966	91,472	94,553	96,065	97,329
1	16	71,684	84,785	87,783	91,440	94,946	98,055	99,480	100,605
Top	17	74,647	88,309	92,343	95,667	99,018	102,367	103,705	105,042

Phoenixville Area									
2020-2021									
Steps									
From Top	Old System	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD
16	1	49,405	51,779	56,241	59,379	62,710	66,035	67,402	68,781
15	2	50,602	53,270	57,731	60,868	64,200	67,524	68,891	70,272
14	3	51,933	55,155	59,617	62,755	66,086	69,411	70,778	72,157
13	4	53,264	57,042	61,504	64,642	67,973	71,297	72,664	74,044
12	5	54,595	58,928	63,391	66,527	69,859	73,183	74,550	75,930
11	6	55,926	60,815	65,277	68,414	71,746	75,070	76,437	77,817
10	7	57,257	62,702	67,163	70,300	73,631	76,956	78,323	79,704
9	8	58,588	64,587	69,049	72,187	75,518	78,843	80,209	81,589
8	9	59,919	66,474	70,936	74,074	77,405	80,728	82,096	83,476
7	10	61,300	68,360	72,823	75,959	79,291	82,615	83,982	85,362
6	11	62,731	70,247	74,823	77,846	81,178	84,502	85,869	87,249
5	12	64,163	72,133	76,823	79,732	83,063	86,388	87,755	89,135
4	13	65,593	74,933	78,823	82,256	85,587	88,912	90,279	91,659
3	14	67,025	78,344	80,823	84,780	88,111	91,436	92,803	94,182
2	15	69,487	81,755	84,636	88,597	92,099	95,249	96,770	98,098
1	16	71,949	85,166	88,450	92,071	95,573	98,751	100,185	101,374
Top	17	74,912	88,690	92,841	96,190	99,566	102,940	104,303	105,665

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

Phoenixville Area									
2021-2022									
Steps									
From Top	Old System	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD
16	1	49,749	52,274	57,209	60,251	63,627	66,990	68,413	69,860
15	2	50,946	53,765	58,699	61,740	65,117	68,479	69,902	71,351
14	3	52,277	55,650	60,585	63,627	67,003	70,366	71,789	73,236
13	4	53,608	57,537	62,472	65,514	68,890	72,252	73,675	75,123
12	5	54,939	59,423	64,359	67,399	70,776	74,138	75,561	77,009
11	6	56,270	61,310	66,245	69,286	72,663	76,025	77,448	78,896
10	7	57,601	63,197	68,131	71,172	74,548	77,911	79,334	80,783
9	8	58,932	65,082	70,017	73,059	76,435	79,798	81,220	82,668
8	9	60,263	66,969	71,904	74,946	78,322	81,683	83,107	84,555
7	10	61,644	68,855	73,791	76,831	80,208	83,570	84,993	86,441
6	11	63,075	70,742	75,791	78,718	82,095	85,457	86,880	88,328
5	12	64,507	72,628	77,791	80,604	83,980	87,343	88,766	90,214
4	13	65,937	75,428	79,791	83,128	86,504	89,867	91,290	92,738
3	14	67,369	78,839	81,791	85,652	89,028	92,391	93,814	95,261
2	15	69,831	82,250	85,553	89,415	92,914	96,152	97,685	99,095
1	16	72,293	85,661	89,315	92,889	96,388	99,654	101,100	102,371
Top	17	75,256	89,185	93,488	96,869	100,276	103,683	105,078	106,472

Phoenixville Area									
2022-2023									
Steps									
From Top	Old System	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD
16	1	50,141	52,839	58,314	61,244	64,672	68,079	69,566	71,090
15	2	51,338	54,330	59,804	62,733	66,162	69,568	71,055	72,581
14	3	52,669	56,215	61,690	64,620	68,048	71,455	72,942	74,466
13	4	54,000	58,102	63,577	66,507	69,935	73,341	74,828	76,353
12	5	55,331	59,988	65,464	68,392	71,821	75,227	76,714	78,239
11	6	56,662	61,875	67,350	70,279	73,708	77,114	78,601	80,126
10	7	57,993	63,762	69,236	72,165	75,593	79,000	80,487	82,013
9	8	59,324	65,647	71,122	74,052	77,480	80,887	82,373	83,898
8	9	60,655	67,534	73,009	75,939	79,367	82,772	84,260	85,785
7	10	62,036	69,420	74,896	77,824	81,253	84,659	86,146	87,671
6	11	63,467	71,307	76,896	79,711	83,140	86,546	88,033	89,558
5	12	64,899	73,193	78,896	81,597	85,025	88,432	89,919	91,444
4	13	66,329	75,993	80,896	84,121	87,549	90,956	92,443	93,968
3	14	67,761	79,404	82,896	86,645	90,073	93,480	94,967	96,491
2	15	70,223	82,815	86,598	90,349	93,842	97,182	98,728	100,233
1	16	72,685	86,226	90,301	93,823	97,316	100,684	102,143	103,509
Top	17	75,648	89,750	94,224	97,642	101,087	104,530	105,962	107,393

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

Phoenixville Area									
2023-2024									
Steps									
From Top Old System	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD	
16	1	50,596	53,494	59,597	62,399	65,886	69,344	70,906	72,519
15	2	51,793	54,985	61,087	63,888	67,376	70,833	72,395	74,010
14	3	53,124	56,870	62,973	65,775	69,262	72,720	74,282	75,895
13	4	54,455	58,757	64,860	67,662	71,149	74,606	76,168	77,782
12	5	55,786	60,643	66,747	69,547	73,035	76,492	78,054	79,668
11	6	57,117	62,530	68,633	71,434	74,922	78,379	79,941	81,555
10	7	58,448	64,417	70,519	73,320	76,807	80,265	81,827	83,442
9	8	59,779	66,302	72,405	75,207	78,694	82,152	83,713	85,327
8	9	61,110	68,189	74,292	77,094	80,581	84,037	85,600	87,214
7	10	62,491	70,075	76,179	78,979	82,467	85,924	87,486	89,100
6	11	63,922	71,962	78,179	80,866	84,354	87,811	89,373	90,987
5	12	65,354	73,848	80,179	82,752	86,239	89,697	91,259	92,873
4	13	66,784	76,648	82,179	85,276	88,763	92,221	93,783	95,397
3	14	68,216	80,059	84,179	87,800	91,287	94,745	96,307	97,920
2	15	70,678	83,470	87,813	91,433	94,920	98,378	99,940	101,553
1	16	73,140	86,881	91,446	94,907	98,394	101,880	103,355	104,829
Top	17	76,103	90,405	95,080	98,541	102,028	105,514	106,989	108,463

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

Career earnings lost for 10 year veteran teacher as years of experience were devalued.

School Year	Actual Step	Actual Salary	Hypothetical Step based on experience	Hypothetical Salary based on experience	Difference Between Actual and Hypothetical	Bonus \$	Cumulative Salary Lost
2009-2010	1	\$44,883.00	1	\$44,883.00	\$0.00		\$0.00
2010-2011	1	\$44,883.00	2	\$46,372.00	\$1,489.00		\$1,489.00
2011-2012	1	\$44,883.00	3	\$47,745.00	\$2,862.00		\$4,351.00
2012-2013	1	\$44,883.00	4	\$49,176.00	\$4,293.00		\$8,644.00
2013-2014	2	\$47,074.00	5	\$51,309.00	\$4,235.00	\$2,000.00	\$10,879.00
2014-2015	2.5	\$54,884.00	6	\$61,249.00	\$6,365.00		\$17,244.00
2015-2016	3	\$55,589.00	7	\$63,135.00	\$7,546.00		\$24,790.00
2016-2017	3	\$57,475.00	8	\$66,907.00	\$9,432.00		\$34,222.00
2017-2018	4	\$60,162.00	9	\$69,594.00	\$9,432.00		\$43,654.00
2018-2019	5	\$62,249.00	10	\$71,681.00	\$9,432.00		\$53,086.00
ACTUAL SALARY LOST					\$55,086.00		
				Added Bonus	2000		
ACTUAL NET SALARY LOST					\$53,086.00		

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

School Year	Actual Step	Actual Salary*	Hypothetical Step	Hypothetical Salary*	Difference Between Actual and Hypothetical	Cumulative Salary Lost
2019-2020	6	\$64,135.00	11	\$73,681.00	\$9,546.00	
2020-2021	7	\$66,021.00	12	\$75,681.00	\$9,660.00	\$62,632.00
2021-2022	8	\$67,907.00	13	\$77,681.00	\$9,774.00	\$72,292.00
2022-2023	9	\$69,794.00	14	\$79,681.00	\$9,887.00	\$82,066.00
2023-2024	10	\$71,681.00	15	\$83,556.00	\$11,875.00	\$91,953.00
2024-2025	11	\$73,681.00	16	\$87,431.00	\$13,750.00	\$103,828.00
2025-2026	12	\$75,681.00	17	\$92,080.00	\$16,399.00	\$117,578.00
2026-2027	13	\$77,681.00	17	\$92,080.00	\$14,399.00	\$133,977.00
2027-2028	14	\$79,681.00	17	\$92,080.00	\$12,399.00	\$148,376.00
2028-2029	15	\$83,556.00	17	\$92,080.00	\$8,524.00	\$160,775.00
2029-2030	16	\$87,431.00	17	\$92,080.00	\$4,649.00	\$169,299.00
2030-2031	17	\$92,080.00	17	\$92,080.00	\$0.00	\$173,948.00
*18-19 Salary Schedule		MIN. FUTURE SALARY LOST			\$120,862.00	

*Assumes step movement until the top step is reached

Years to top 22	POTENTIAL CAREER SALARY LOST			\$173,948.00
	AVERAGE SALARY LOST OVER 22 YRS			\$7,906.73

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

**Summary of Salary/Steps Lost with assumption of step
movement until the top is reached**

	5 Year Teacher	10 Year Teacher	15 Year Teacher	20 Year Teacher
Salary Lost To Date	\$4,737.00	\$53,086.00	\$60,649.00	\$79,085.00
Total Career Salary Lost	\$34,568.0 0	\$173,948.0 0	\$130,769.00	\$90,555.00
Years to Reach Top Step	18	22	22	22

**Assumptions are based off Bachelor's column placement for the first 5 years, then
Masters for the remaining years.*

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Salaries	23,896,319	24,261,119	24,575,919	25,247,449	26,051,436	26,298,323
Extra Pay	1,005,188	1,005,188	1,005,188	1,005,188	1,005,188	1,005,188
Bonus						
Total salaries	24,901,507	25,266,307	25,581,107	26,252,637	27,056,624	27,303,511
Benefits (health, scrip Den, Vis)	4,208,408	4,629,249	4,860,711	5,103,747	5,358,934	5,626,881
HSA Changes						
Opt out cost	302,000	302,000	320,000	320,000	320,000	320,000
EE Contribution	(294,589)	(324,047)	(534,678)	(612,450)	(643,072)	(731,495)
PSERS	8,324,574	8,663,816	9,019,898	9,366,941	9,826,966	10,102,299
State share	(4,162,287)	(4,331,908)	(4,509,949)	(4,683,470)	(4,913,483)	(5,051,150)
Social Security	1,904,965	1,932,872	1,956,955	2,008,327	2,069,832	2,088,719
State share	(952,483)	(966,436)	(978,477)	(1,004,163)	(1,034,916)	(1,044,359)
Retirement	125,000	125,000	125,000	125,000	125,000	125,000
Other	852,870	702,870	716,927	731,266	745,891	760,809
Total Compensation	35,209,966	35,999,722	36,557,493	37,607,834	38,911,776	39,500,215
		789,756	557,771	1,050,340	1,303,942	588,440
		2.24%	1.55%	2.87%	3.47%	1.51%
					Total % Increase	12.18%
average salary increase %		2.70%	1.60%	2.24%	Avg % Increase Per Yr	2.33%
average salary increase \$	\$ 2,001.35	\$ 1,218.93	\$ 1,733.13	\$ 1,630.29	\$ 1,533.46	

B/

2019-2020

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD
1	49,500	51,321	55,224	58,477	61,755	65,034	66,335	67,600
2	50,447	52,787	56,689	59,941	63,220	66,498	67,799	69,101
3	51,778	54,672	58,575	61,828	65,106	68,385	69,686	70,986
4	53,109	56,559	60,462	63,715	66,993	70,271	71,572	72,873
5	54,440	58,445	62,349	65,600	68,879	72,157	73,458	74,759
6	55,771	60,332	64,235	67,487	70,766	74,044	75,345	76,646
7	57,102	62,219	66,121	69,373	72,651	75,930	77,231	78,533
8	58,433	64,104	68,007	71,260	74,538	77,817	79,117	80,418
9	59,764	65,991	69,894	73,147	76,425	79,702	81,004	82,305
10	61,145	67,877	71,781	75,032	78,311	81,589	82,890	84,191
11	62,576	69,764	73,781	76,919	80,198	83,476	84,777	86,078
12	64,008	71,650	75,781	78,805	82,083	85,362	86,663	87,964
13	65,438	74,450	77,781	81,329	84,607	87,886	89,187	90,488
14	66,870	77,861	79,781	83,853	87,131	90,410	91,711	93,011
15	69,332	81,272	83,656	87,732	91,240	94,285	95,792	97,023
16	71,794	84,683	87,531	91,206	94,714	97,787	99,207	100,299
17	75,007	88,400	92,205	95,516	98,853	102,189	103,514	104,838

B2

2020-2021

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD
1	50,000	51,350	55,225	58,500	61,800	65,050	66,350	67,600
A	51,150	52,531	56,882	60,138	63,407	66,741	67,942	69,425
B	52,326	54,107	58,588	61,822	65,055	68,477	69,573	71,300
C	53,530	55,730	60,346	63,553	66,747	70,257	71,243	73,225
D	54,761	57,402	62,156	65,332	68,482	72,084	72,953	75,202
E	56,021	59,124	64,021	67,162	70,263	73,958	74,703	77,232
F	57,309	60,898	65,942	69,042	72,090	75,881	76,496	79,318
G	58,627	62,725	67,920	70,975	73,964	77,854	78,332	81,459
H	59,976	64,607	69,720	72,963	75,887	79,878	80,212	83,659
I	61,355	66,545	71,567	75,006	77,860	81,955	82,137	85,917
J	62,766	68,541	73,464	77,106	79,884	84,085	84,109	88,237
K	64,210	70,597	75,411	79,265	81,961	86,272	86,127	90,619
L	65,687	72,715	77,409	81,484	84,092	88,515	88,711	93,066
M	67,198	75,624	79,460	83,766	86,279	90,816	91,372	95,579
N	68,743	78,649	81,566	86,111	88,522	93,177	94,114	98,160
O	70,324	81,795	83,727	88,522	91,443	95,600	96,937	100,810
P	71,942	85,067	85,946	91,001	94,461	98,086	99,845	103,532
Q	75,007	88,400	92,305	95,616	98,953	102,289	103,614	104,938

B3

2021-2022

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD
1	50,500	51,350	55,300	58,500	61,850	65,100	66,350	67,600
2	51,662	52,531	56,959	60,138	63,458	66,793	67,942	69,425
3	52,850	54,107	58,668	61,822	65,108	68,529	69,573	71,300
4	54,065	55,730	60,428	63,553	66,801	70,311	71,243	73,225
5	55,309	57,402	62,241	65,332	68,538	72,139	72,953	75,202
6	56,581	59,124	64,108	67,162	70,320	74,015	74,703	77,232
7	57,882	60,898	66,031	69,042	72,148	75,939	76,496	79,318
8	59,214	62,725	68,012	70,975	74,024	77,913	78,332	81,459
9	60,575	64,607	69,814	72,963	75,948	79,939	80,212	83,659
10	61,969	66,545	71,664	75,006	77,923	82,018	82,137	85,917
11	63,394	68,541	73,564	77,106	79,949	84,150	84,109	88,237
12	64,852	70,597	75,513	79,265	82,028	86,338	86,127	90,619
13	66,344	73,421	77,514	81,484	84,160	88,583	88,711	93,066
14	67,869	76,358	79,568	83,766	86,349	90,886	91,372	95,579
15	69,430	79,412	81,677	86,111	88,594	93,249	94,114	98,160
16	71,027	82,589	83,841	88,522	91,517	95,673	96,937	100,810
17	72,661	85,892	86,063	91,001	94,537	98,161	99,845	103,532
18	75,007	88,400	92,405	95,716	99,053	102,389	103,714	105,038

B 4

2022-2023

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD
1	50,750	51,400	55,350	58,550	61,900	65,150	66,400	67,650
2	51,917	52,582	57,011	60,189	63,509	66,844	67,994	69,477
3	53,111	54,160	58,721	61,875	65,161	68,582	69,625	71,352
4	54,333	55,784	60,482	63,607	66,855	70,365	71,296	73,279
5	55,583	57,458	62,297	65,388	68,593	72,194	73,008	75,257
6	56,861	59,182	64,166	67,219	70,376	74,072	74,760	77,289
7	58,169	60,957	66,091	69,101	72,206	75,997	76,554	79,376
8	59,507	62,786	68,074	71,036	74,084	77,973	78,391	81,519
9	60,875	64,669	69,877	73,025	76,010	80,001	80,273	83,720
10	62,275	66,610	71,729	75,070	77,986	82,081	82,199	85,981
11	63,708	68,608	73,630	77,172	80,014	84,215	84,172	88,302
12	65,173	70,666	75,581	79,333	82,094	86,404	86,192	90,687
13	66,672	73,493	77,584	81,554	84,228	88,651	88,778	93,135
14	68,205	76,432	79,640	83,837	86,418	90,956	91,441	95,650
15	69,774	79,490	81,751	86,185	88,665	93,321	94,184	98,232
16	71,379	82,669	83,917	88,598	91,591	95,747	97,010	100,885
17	73,021	85,976	86,141	91,079	94,614	98,236	99,920	103,608
18	75,007	88,400	92,505	95,816	99,153	102,489	103,814	105,138

B5

2023-2024

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	M+60	PhD
1	51,000	51,400	55,350	58,550	61,900	65,150	66,400	67,650
2	52,173	52,582	57,011	60,189	63,509	66,844	67,994	69,477
3	53,373	54,160	58,721	61,875	65,161	68,582	69,625	71,352
4	54,601	55,784	60,482	63,607	66,855	70,365	71,296	73,279
5	55,856	57,458	62,297	65,388	68,593	72,194	73,008	75,257
6	57,141	59,182	64,166	67,219	70,376	74,072	74,760	77,289
7	58,455	60,957	66,091	69,101	72,206	75,997	76,554	79,376
8	59,800	62,786	68,074	71,036	74,084	77,973	78,391	81,519
9	61,175	64,669	69,877	73,025	76,010	80,001	80,273	83,720
10	62,582	66,610	71,729	75,070	77,986	82,081	82,199	85,981
11	64,022	68,608	73,630	77,172	80,014	84,215	84,172	88,302
12	65,494	70,666	75,581	79,333	82,094	86,404	86,192	90,687
13	67,000	73,493	77,584	81,554	84,228	88,651	88,778	93,135
14	68,541	76,432	79,640	83,837	86,418	90,956	91,441	95,650
15	70,118	79,490	81,751	86,185	88,665	93,321	94,184	98,232
16	71,731	82,669	83,917	88,598	91,591	95,747	97,010	100,885
17	73,380	85,976	86,141	91,079	94,614	98,236	99,920	103,608
18	75,007	88,400	92,505	95,816	99,153	102,489	103,814	105,138

B6

Bargaining Unit members will be paid according to the following Salary Matrix beginning with the 2016-2017 ~~2019-2020~~ school year.

Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$48,000	\$50,196	\$54,099	\$57,352	\$60,630	\$63,909	\$65,210	\$66,510
2	\$49,197	\$51,687	\$55,589	\$58,841	\$62,120	\$65,398	\$66,699	\$68,001
3	\$50,528	\$53,572	\$57,475	\$60,728	\$64,006	\$67,285	\$68,586	\$69,886
4	\$51,859	\$55,459	\$59,362	\$62,615	\$65,893	\$69,171	\$70,472	\$71,773
5	\$53,190	\$57,345	\$61,249	\$64,500	\$67,779	\$71,057	\$72,358	\$73,659
6	\$54,521	\$59,232	\$63,135	\$66,387	\$69,666	\$72,944	\$74,245	\$75,546
7	\$55,852	\$61,119	\$65,021	\$68,273	\$71,551	\$74,830	\$76,131	\$77,433
8	\$57,183	\$63,004	\$66,907	\$70,160	\$73,438	\$76,717	\$78,017	\$79,318
9	\$58,514	\$64,891	\$68,794	\$72,047	\$75,325	\$78,602	\$79,904	\$81,205
10	\$59,895	\$66,777	\$70,681	\$73,932	\$77,211	\$80,489	\$81,790	\$83,091
11	\$61,326	\$68,664	\$72,681	\$75,819	\$79,098	\$82,376	\$83,677	\$84,978
12	\$62,758	\$70,550	\$74,681	\$77,705	\$80,983	\$84,262	\$85,563	\$86,864
13	\$64,188	\$73,350	\$76,681	\$80,229	\$83,507	\$86,786	\$88,087	\$89,388
14	\$65,620	\$76,761	\$78,681	\$82,753	\$86,031	\$89,310	\$90,611	\$91,911
15	\$68,082	\$80,172	\$82,556	\$86,632	\$90,140	\$93,185	\$94,692	\$95,923
16	\$70,544	\$83,583	\$86,431	\$90,106	\$93,614	\$96,687	\$98,107	\$99,199
17	\$73,507	\$87,107	\$91,080	\$94,391	\$97,728	\$101,064	\$102,389	\$103,713

For the 2017-2018 ~~2020-2021~~ school year, all Bargaining Unit Members who were

B7

employed in compensable status for at least one-half (1/2) the number of days in the ~~2016-2017~~ 2019-2020 school work year shall move a step on the ~~2017-2018~~ 2020-2021 salary schedule incorporated herein.

Salary Schedule

2017-2018

Steps	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$48,800	\$50,996	\$54,899	\$58,152	\$61,430	\$64,709	\$66,010	\$67,310
2	\$49,997	\$52,487	\$56,389	\$59,641	\$62,920	\$66,198	\$67,499	\$68,801
3	\$51,328	\$54,372	\$58,275	\$61,528	\$64,806	\$68,085	\$69,386	\$70,686
4	\$52,659	\$56,259	\$60,162	\$63,415	\$66,693	\$69,971	\$71,272	\$72,573
5	\$53,990	\$58,145	\$62,049	\$65,300	\$68,579	\$71,857	\$73,158	\$74,459
6	\$55,321	\$60,032	\$63,935	\$67,187	\$70,466	\$73,744	\$75,045	\$76,346
7	\$56,652	\$61,919	\$65,821	\$69,073	\$72,351	\$75,630	\$76,931	\$78,233
8	\$57,983	\$63,804	\$67,707	\$70,960	\$74,238	\$77,517	\$78,817	\$80,118
9	\$59,314	\$65,691	\$69,594	\$72,847	\$76,125	\$79,402	\$80,704	\$82,005
10	\$60,695	\$67,577	\$71,481	\$74,732	\$78,011	\$81,289	\$82,590	\$83,891
11	\$62,126	\$69,464	\$73,481	\$76,619	\$79,898	\$83,176	\$84,477	\$85,778
12	\$63,558	\$71,350	\$75,481	\$78,505	\$81,783	\$85,062	\$86,363	\$87,664
13	\$64,988	\$74,150	\$77,481	\$81,029	\$84,307	\$87,586	\$88,887	\$90,188
14	\$66,420	\$77,561	\$79,481	\$83,553	\$86,831	\$90,110	\$91,411	\$92,711
15	\$68,882	\$80,972	\$83,356	\$87,432	\$90,940	\$93,985	\$95,492	\$96,723
16	\$71,344	\$84,383	\$87,231	\$90,906	\$94,414	\$97,487	\$98,907	\$99,999
17	\$74,307	\$87,907	\$91,880	\$95,191	\$98,528	\$101,864	\$103,189	\$104,513

For the ~~2018-2019~~ **2021-2022** school year, all Bargaining Unit members who were employed in compensable status for at least one-half (1/2) the number of days in the ~~2017-2018~~ **2020-2021** school work year shall move a step on the ~~2018-2019~~ **2021-2022** salary schedule incorporated herein.

Salary Schedule								
2018-2019								
Steps	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$49,000	\$51,196	\$55,099	\$58,352	\$61,630	\$64,909	\$66,210	\$67,510
2	\$50,197	\$52,687	\$56,589	\$59,841	\$63,120	\$66,398	\$67,699	\$69,001
3	\$51,528	\$54,572	\$58,475	\$61,728	\$65,006	\$68,285	\$69,586	\$70,886
4	\$52,859	\$56,459	\$60,362	\$63,615	\$66,893	\$70,171	\$71,472	\$72,773
5	\$54,190	\$58,345	\$62,249	\$65,500	\$68,779	\$72,057	\$73,358	\$74,659
6	\$55,521	\$60,232	\$64,135	\$67,387	\$70,666	\$73,944	\$75,245	\$76,546
7	\$56,852	\$62,119	\$66,021	\$69,273	\$72,551	\$75,830	\$77,131	\$78,433
8	\$58,183	\$64,004	\$67,907	\$71,160	\$74,438	\$77,717	\$79,017	\$80,318
9	\$59,514	\$65,891	\$69,794	\$73,047	\$76,325	\$79,602	\$80,904	\$82,205
10	\$60,895	\$67,777	\$71,681	\$74,932	\$78,211	\$81,489	\$82,790	\$84,091
11	\$62,326	\$69,664	\$73,681	\$76,819	\$80,098	\$83,376	\$84,677	\$85,978
12	\$63,758	\$71,550	\$75,681	\$78,705	\$81,983	\$85,262	\$86,563	\$87,864
13	\$65,188	\$74,350	\$77,681	\$81,229	\$84,507	\$87,786	\$89,087	\$90,388
14	\$66,620	\$77,761	\$79,681	\$83,753	\$87,031	\$90,310	\$91,611	\$92,911
15	\$69,082	\$81,172	\$83,556	\$87,632	\$91,140	\$94,185	\$95,692	\$96,923
16	\$71,544	\$84,583	\$87,431	\$91,106	\$94,614	\$97,687	\$99,107	\$100,199
17	\$74,507	\$88,107	\$92,080	\$95,391	\$98,728	\$102,064	\$103,389	\$104,713

ATTACH SUBSEQUENT YEAR SCHEDULES WITH APPROPRIATE LANGUAGE FOUND IN THE CURRENT CONTRACT RELATED TO RESTRICTIONS TO STEP MOVEMENT.

ARTICLE 13

SALARY SCHEDULE

131. The Bachelor's Track is provided for Bargaining Unit Members holding a valid Pennsylvania teaching certificate for the subject or grades in which the Bargaining Unit Member is rendering service to the District, or in another educational discipline pre-approved by the Superintendent.
132. The B. + 15 Track is provided for Bargaining Unit Members holding a valid Pennsylvania teaching certificate for the subjects or grades in which the Bargaining Unit Member is rendering service to the School District, or in another educational discipline pre-approved by the Superintendent, plus fifteen (15) graduate credits earned from an accredited College or University in excess of those required for the attainment of the Bachelor's degree.
133. The Master's Track is provided for Bargaining Unit Members who, in addition to holding a valid Pennsylvania teaching certificate for the subject or grades in which the Bargaining Unit Member is rendering service to the School District, or in another educational discipline pre-approved by the Superintendent, have earned a Master's degree from an accredited college or university, or have been awarded the Master's Equivalency Certificate by the Pennsylvania Department of Education.
134. The M. + 15, M. + 30, M. + 45, and M. + 60 Tracks are provided for Bargaining Unit Members who, in addition to holding a valid Pennsylvania teaching certificate for the subject or grades in which the Bargaining Unit Member is rendering service to the School District, or in another educational discipline pre-approved by the Superintendent, have been awarded a Master's degree from an accredited college or university, or have been awarded a Master's Equivalency Certificate by the Pennsylvania Department of Education prior to September 1, 1978, and have accumulated fifteen (15), thirty (30), forty-five (45) or sixty (60) credits.
135. The Doctoral Track is provided for Bargaining Unit Members who have been awarded a

Doctorate degree in the subject or discipline in which the Bargaining Unit Member is

136.

B11

rendering service to the School, or in another educational discipline preapproved by the Superintendent.

- 13.7. Bargaining Unit Members who request change from one track to another may do so after earning valid college credits that satisfy requirements set forth by Article 22 of this agreement, that have been pre-approved by the Superintendent or Designee. For individuals not seeking reimbursement for college credits, these members may submit credits for pre-approval by the Superintendent or designee, in accordance with the provisions in section 13.9, thirty days prior to track change for evaluation. Courses not meeting the requirements of Article 22 will result in denial of track change and will not be considered for future track change.
- 13.8. Newly hired Bargaining Unit Members that accept positions on a specific track but have college credits that are in excess of that track must report these credits within the first sixty working days. These credits, after verification that they meet the requirements set forth in Article 22 of this agreement, will be considered pre-approved by the Superintendent for the purpose of track change. Any credits that are not reported within 60 working days of start will not be considered for track movement.
- 13.9. Exceptions to the approval process outlined in Article 13.6 and 13.7 may only be made in writing by the Superintendent for extenuating circumstances. The Bargaining Unit member must request a meet and discuss and provide compelling evidence as to why an exception should be made. The Superintendent's decision is binding, will not be considered precedent setting, and is not subject to the grievance procedure set forth in this agreement.
- 13.10. Track change submissions must be submitted to the HR Office before the first ~~student~~ **teacher work** day to receive track change in ~~August~~ **September**. Track change submissions that are submitted ~~between the first student day and the last day of the second marking period will be in effect beginning in the second semester~~ **after the first teacher work day will be eligible for track change the following September of the next school year**. ~~Track change requests submitted the first day of the second semester through the final day before the next student year will take effect the first day of the next student year.~~ All track change submissions must be completed in full and good order including transcripts within thirty days of each request. If these deadlines are not met in the thirty

day window, association members must wait until the next available track change window to submit for a track change. Track changes shall be pursuant to Article 13.14.

- 13.11.** Bargaining Unit members shall receive their step movement on the first pay of January in each school year.

Bargaining Unit members will be paid according to the following Salary Matrix beginning with the 2016-2017 **2019-2020** school year.

Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$48,000	\$50,196	\$54,099	\$57,352	\$60,630	\$63,909	\$65,210	\$66,510
2	\$49,197	\$51,687	\$55,589	\$58,841	\$62,120	\$65,398	\$66,699	\$68,001
3	\$50,528	\$53,572	\$57,475	\$60,728	\$64,006	\$67,285	\$68,586	\$69,886
4	\$51,859	\$55,459	\$59,362	\$62,615	\$65,893	\$69,171	\$70,472	\$71,773
5	\$53,190	\$57,345	\$61,249	\$64,500	\$67,779	\$71,057	\$72,358	\$73,659
6	\$54,521	\$59,232	\$63,135	\$66,387	\$69,666	\$72,944	\$74,245	\$75,546
7	\$55,852	\$61,119	\$65,021	\$68,273	\$71,551	\$74,830	\$76,131	\$77,433
8	\$57,183	\$63,004	\$66,907	\$70,160	\$73,438	\$76,717	\$78,017	\$79,318
9	\$58,514	\$64,891	\$68,794	\$72,047	\$75,325	\$78,602	\$79,904	\$81,205
10	\$59,895	\$66,777	\$70,681	\$73,932	\$77,211	\$80,489	\$81,790	\$83,091
11	\$61,326	\$68,664	\$72,681	\$75,819	\$79,098	\$82,376	\$83,677	\$84,978
12	\$62,758	\$70,550	\$74,681	\$77,705	\$80,983	\$84,262	\$85,563	\$86,864
13	\$64,188	\$73,350	\$76,681	\$80,229	\$83,507	\$86,786	\$88,087	\$89,388
14	\$65,620	\$76,761	\$78,681	\$82,753	\$86,031	\$89,310	\$90,611	\$91,911
15	\$68,082	\$80,172	\$82,556	\$86,632	\$90,140	\$93,185	\$94,692	\$95,923
16	\$70,544	\$83,583	\$86,431	\$90,106	\$93,614	\$96,687	\$98,107	\$99,199
17	\$73,507	\$87,107	\$91,080	\$94,391	\$97,728	\$101,064	\$102,389	\$103,713

For the 2017-2018 **2020-2021** school year, all Bargaining Unit Members who were

B14

employed in compensable status for at least one-half (1/2) the number of days in the ~~2016-2017~~ **2019-2020** school work year shall move a step on the ~~2017-2018~~ **2020-2021** salary schedule incorporated herein.

Salary Schedule

2017-2018

Steps	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$48,800	\$50,996	\$54,899	\$58,152	\$61,430	\$64,709	\$66,010	\$67,310
2	\$49,997	\$52,487	\$56,389	\$59,641	\$62,920	\$66,198	\$67,499	\$68,801
3	\$51,328	\$54,372	\$58,275	\$61,528	\$64,806	\$68,085	\$69,386	\$70,686
4	\$52,659	\$56,259	\$60,162	\$63,415	\$66,693	\$69,971	\$71,272	\$72,573
5	\$53,990	\$58,145	\$62,049	\$65,300	\$68,579	\$71,857	\$73,158	\$74,459
6	\$55,321	\$60,032	\$63,935	\$67,187	\$70,466	\$73,744	\$75,045	\$76,346
7	\$56,652	\$61,919	\$65,821	\$69,073	\$72,351	\$75,630	\$76,931	\$78,233
8	\$57,983	\$63,804	\$67,707	\$70,960	\$74,238	\$77,517	\$78,817	\$80,118
9	\$59,314	\$65,691	\$69,594	\$72,847	\$76,125	\$79,402	\$80,704	\$82,005
10	\$60,695	\$67,577	\$71,481	\$74,732	\$78,011	\$81,289	\$82,590	\$83,891
11	\$62,126	\$69,464	\$73,481	\$76,619	\$79,898	\$83,176	\$84,477	\$85,778
12	\$63,558	\$71,350	\$75,481	\$78,505	\$81,783	\$85,062	\$86,363	\$87,664
13	\$64,988	\$74,150	\$77,481	\$81,029	\$84,307	\$87,586	\$88,887	\$90,188
14	\$66,420	\$77,561	\$79,481	\$83,553	\$86,831	\$90,110	\$91,411	\$92,711
15	\$68,882	\$80,972	\$83,356	\$87,432	\$90,940	\$93,985	\$95,492	\$96,723
16	\$71,344	\$84,383	\$87,231	\$90,906	\$94,414	\$97,487	\$98,907	\$99,999
17	\$74,307	\$87,907	\$91,880	\$95,191	\$98,528	\$101,864	\$103,189	\$104,513

B15

For the ~~2018-2019~~ **2021-2022** school year, all Bargaining Unit members who were employed in compensable status for at least one-half (1/2) the number of days in the ~~2017-2018~~ **2020-2021** school work year shall move a step on the ~~2018-2019~~ **2021-2022** salary schedule incorporated herein.

Salary Schedule								
2018-2019								
Steps	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$49,000	\$51,196	\$55,099	\$58,352	\$61,630	\$64,909	\$66,210	\$67,510
2	\$50,197	\$52,687	\$56,589	\$59,841	\$63,120	\$66,398	\$67,699	\$69,001
3	\$51,528	\$54,572	\$58,475	\$61,728	\$65,006	\$68,285	\$69,586	\$70,886
4	\$52,859	\$56,459	\$60,362	\$63,615	\$66,893	\$70,171	\$71,472	\$72,773
5	\$54,190	\$58,345	\$62,249	\$65,500	\$68,779	\$72,057	\$73,358	\$74,659
6	\$55,521	\$60,232	\$64,135	\$67,387	\$70,666	\$73,944	\$75,245	\$76,546
7	\$56,852	\$62,119	\$66,021	\$69,273	\$72,551	\$75,830	\$77,131	\$78,433
8	\$58,183	\$64,004	\$67,907	\$71,160	\$74,438	\$77,717	\$79,017	\$80,318
9	\$59,514	\$65,891	\$69,794	\$73,047	\$76,325	\$79,602	\$80,904	\$82,205
10	\$60,895	\$67,777	\$71,681	\$74,932	\$78,211	\$81,489	\$82,790	\$84,091
11	\$62,326	\$69,664	\$73,681	\$76,819	\$80,098	\$83,376	\$84,677	\$85,978
12	\$63,758	\$71,550	\$75,681	\$78,705	\$81,983	\$85,262	\$86,563	\$87,864
13	\$65,188	\$74,350	\$77,681	\$81,229	\$84,507	\$87,786	\$89,087	\$90,388
14	\$66,620	\$77,761	\$79,681	\$83,753	\$87,031	\$90,310	\$91,611	\$92,911
15	\$69,082	\$81,172	\$83,556	\$87,632	\$91,140	\$94,185	\$95,692	\$96,923
16	\$71,544	\$84,583	\$87,431	\$91,106	\$94,614	\$97,687	\$99,107	\$100,199
17	\$74,507	\$88,107	\$92,080	\$95,391	\$98,728	\$102,064	\$103,389	\$104,713

ATTACH SUBSEQUENT YEAR SCHEDULES WITH APPROPRIATE LANGUAGE FOUND IN THE CURRENT CONTRACT RELATED TO RESTRICTIONS TO STEP MOVEMENT.

B16

13.11 If a Bargaining Unit Member receives an Unsatisfactory rating in his/her year-end evaluation by the District, his/her compensation, including any bonus payments, will remain unchanged for the following school year.

13.12 Upon ratification of this Agreement, track changes on the salary schedule shall be administered under the following conditions:

- 13. 12.1** ~~In order for track changes (column movement) to be paid in the 2016-2017 school year, at least two (2) Bargaining Unit retirements must be Board approved and effective between July 1, 2015 and August 1, 2016. Any retirements in excess of two (2) shall be rolled over and count towards the total retirements in the 2017-2018 and 2018-2019 school year.~~ Track changes (column movement) shall be restricted in each year of the agreement to a maximum amount of \$50,000. Track changes (column movement) shall be on a first come first served process as outlined in Article 13.9. Employees who were eligible for Track changes (column movement) and were not able to move based on this monetary limit shall maintain their position until September of the next school year. Movement shall only be obtained if the monetary level has not been reached.
- 13. 12.2** ~~In order for track changes (column movement) to be paid in the 2017-2018 school year, at least four (4) Bargaining Unit retirements must have been Board approved and effective between July 1, 2015 and August 1, 2017. Any retirements in excess of two (2) shall be rolled over and count towards the total retirements in the 2018-2019 school year.~~ Individual Bargaining Unit members shall be eligible for one-column Track changes (columnar movement) every eighteen (18) months from their previous Track change (columnar movement).
- 13.12.3** ~~In order for track changes to be paid in the 2018-2019 school year, at least five (5) Bargaining Unit retirements must be Board Approved and effective between July 1st 2015, and August 1st 2018.~~
- 13.13** Any Bargaining Unit Member taking an unpaid leave of absence shall be entitled to his/her annual increment, if applicable, provided the Bargaining Unit Member has been in compensable status for at least one-half (1/2) of the

number of days in the school work year, as defined in Article 12.2 (Work Year).

Fact Finder Recommendation: Salary Issue

The Fact Finder recommends the position of the Association and the Salary Schedules of the Association presented at the Hearing, and Attached to this Report.

Article 19

Health Insurance

Association Position

The Association's Position is attached hereto and as Exhibit C

District Position

The District's Position is attached hereto as Exhibit D

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

PROPOSED LANGUAGE

**ARTICLE 19- HOSPITALIZATION AND MAJOR MEDICAL, DENTAL,
PRESCRIPTION AND VISION BENEFITS: BASE PLANS:**

The District shall provide hospitalization and major medical, dental, prescription and vision insurance benefits to full-time Bargaining Unit Members and their eligible dependents as set forth in this Article.

The base medical plan shall be the Qualified High Deductible Health Plan (QHDHP) HD-1 HC-1 with Integrated Drug plan for hospitalization, major medical insurance and prescription coverage. The QHDHP HD-1 HC-1 shall have an annual deductible consisting of \$1,500 for individual coverage and \$3,000 for family coverage in network; and \$5,000 for individual coverage, and \$10,000 for family coverage out of network. Said annual deductibles shall be adjusted as needed to ensure they satisfy the minimum requirements under federal law to continue to qualify as a QHDHP HD-1 HC-1 at the individual and family coverage levels. Each participating Bargaining Unit Member shall contribute ~~sevenix~~ percent (~~76~~%) in ~~2019-2020~~ and ~~2020-2021, 6-2017, eight six~~ percent (~~86~~%) in ~~2022-2023 and 2023-2024~~ ~~17-2018 and seven percent (7%) in 2018-2019 and nine percent (9%) in 2023-2024~~ of the total cost for all health insurance premiums through payroll deduction for each year of the contract. Health insurance premiums shall include medical with integrated drug, dental and vision. The District shall pay the remainder of the costs for such plans for Bargaining Unit Members and eligible dependents for the Base Plans. The Base Plans shall include QHDHP HD-1 HC-1 with integrated drug, a Group Dental Plan and Vision Benefits, as set forth below.

To offset the cost of the annual deductibles of the QHDHP HD-1 HC-1, the District agrees to open and assist in funding a Health Savings Account ("HSA") for each newly hired eligible employee or family group electing coverage under the QHDHP HD-1 HC-1 and contribute within 30 days of the new hire's start date a one-time contribution amount equal to half the deductible of the member's elected plan.

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

The contributions that the District will make to this HSA will be \$150 for single and \$300 for 2 or more for the first three (3) years of the contract. are as follows: For the 2022-2023 and 2023-2024 school years, the District shall contribute to Bargaining Unit Members already at the top step of the salary schedule the amount of \$250 for single and \$500 for 2 or more.

Individual — Family

2016-2017	\$1,225	\$2,450
2017-2018	\$750	\$1,500
2018-2019	\$150	\$300

~~Contributions to the HSA will be made prior to July 1 of each year.~~ These contributions will be prorated based on number of months served, and will equally be prorated when life events are reported that change employees' coverage between individual and family in the member's first year of employment.

RATIONALE

In the last negotiations, PAEA agreed to move to a Qualified High Deductible Insurance Plan and that this plan would be the only option for all Bargaining Unit Members. As part of the agreement, premium costs were reduced and is currently at 7% and contributions were made by the District to each member's HSA accounts. When comparing health insurance costs with similarly situated School Districts, the Pennsbury School District has the most comparable plan and only pays 8% premium share contribution. Additionally, Methacton School District has an \$1,100 single and \$2,200 family deductible, with a premium share contribution of 7% (See Exhibit B-1).

Health insurance plans with no deductible amount range between 12%-17% for premium share costs. If the deductible was removed from the current plan and instead the cost of the deductible was applied to the premium share contribution, it would range from 26% for the single tier to 22% for family premium share contribution. If the District makes no contributions to member HSA accounts in future contracts, PAEA members will pay significantly more for health insurance by the end of the contract compared to similar School Districts (See Exhibit B-2, Projected Costs).

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

Healthcare Comps in Financially Similar Districts			
<i>School District</i>	<i>Plan Design</i>	<i>Deductible Single/Family</i>	<i>Premium Share 2019-2020</i>
Centennial	POS 10-15 HMO 10-15	NO NO	17% 17%
Garnett Valley	C3-F4-O2 20/30/70	NO NO	12% 16%
Lower Moreland Township	10/20/70	\$600/\$1200	12%
Methacton	Open Choice 1 Open Choice 2 Open Choice 3	NO NO \$1,100/\$2,200	16% 15% 7%
Pennridge	PC 20	\$450/\$900	11%
Pennsbury	20/30/70	\$1,500/\$3,000	8%
Spring-Ford	PC 310	\$300/\$600	8%
Upper Dublin	Open Choice 1 Open Choice 2	NO NO	16.5% 15.5%
Upper Moreland	Keystone POS 15 C4F3O2	NO NO	15% 16%

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

PROJECTED COSTS
Combined medical, dental, and vision benefits

Phoenixville Area School District	<i>(Assumes a 5% annual premium increase)</i>	Association Proposed Premium Share	Association Increase	District Proposed Premium Share	District Increase
2019-2020					
	Annual per EE rate	7%	Increase	7%	Increase
Single	\$ 7,789.56	\$ 545.27	\$ 44.44	\$ 545.27	\$ 44.44
EE/Spouse	\$ 18,828.72	\$ 1,318.01	\$ 106.60	\$ 1,318.01	\$ 106.60
EE/Child	\$ 15,197.88	\$ 1,063.85	\$ 83.49	\$ 1,063.85	\$ 83.49
EE/Children	\$ 17,029.32	\$ 1,192.05	\$ 95.15	\$ 1,192.05	\$ 95.15
Family	\$ 20,627.64	\$ 1,443.93	\$ 118.73	\$ 1,443.93	\$ 118.73
2020-2021					
	Annual per EE rate	7%	Increase	8%	Increase
Single	\$ 8,179.04	\$ 572.53	\$ 27.26	\$ 654.32	\$ 109.05
EE/Spouse	\$ 19,770.16	\$ 1,383.91	\$ 65.90	\$ 1,581.61	\$ 263.60
EE/Child	\$ 15,957.77	\$ 1,117.04	\$ 53.19	\$ 1,276.62	\$ 212.77
EE/Children	\$ 17,880.79	\$ 1,251.66	\$ 59.60	\$ 1,430.46	\$ 238.41
Family	\$ 21,659.02	\$ 1,516.13	\$ 72.20	\$ 1,732.72	\$ 288.79
2021-2022					
	Annual per EE rate	7%	Increase	9%	Increase
Single	\$ 8,587.99	\$ 601.16	\$ 28.63	\$ 772.92	\$ 118.60
EE/Spouse	\$ 20,758.66	\$ 1,453.11	\$ 69.20	\$ 1,868.28	\$ 286.67
EE/Child	\$ 16,755.66	\$ 1,172.90	\$ 55.85	\$ 1,508.01	\$ 231.39
EE/Children	\$ 18,774.83	\$ 1,314.24	\$ 62.58	\$ 1,689.73	\$ 259.27
Family	\$ 22,741.97	\$ 1,591.94	\$ 75.81	\$ 2,046.78	\$ 314.06
2022-2023					
	Annual per EE rate	8%	Increase	10%	Increase
Single	\$ 9,017.39	\$ 721.39	\$ 120.23	\$ 901.74	\$ 128.82
EE/Spouse	\$ 21,796.60	\$ 1,743.73	\$ 290.62	\$ 2,179.66	\$ 311.38
EE/Child	\$ 17,593.45	\$ 1,407.48	\$ 234.58	\$ 1,759.34	\$ 251.33
EE/Children	\$ 19,713.57	\$ 1,577.09	\$ 262.85	\$ 1,971.36	\$ 281.62
Family	\$ 23,879.07	\$ 1,910.33	\$ 318.39	\$ 2,387.91	\$ 341.13
2023-2024					
	Annual per EE rate	8%	Increase	11%	Increase
Single	\$ 9,468.26	\$ 757.46	\$ 36.07	\$ 1,041.51	\$ 139.77
EE/Spouse	\$ 22,886.43	\$ 1,830.91	\$ 87.19	\$ 2,517.51	\$ 337.85
EE/Child	\$ 18,473.12	\$ 1,477.85	\$ 70.37	\$ 2,032.04	\$ 272.70
EE/Children	\$ 20,699.24	\$ 1,655.94	\$ 78.85	\$ 2,276.92	\$ 305.56
Family	\$ 25,073.03	\$ 2,005.84	\$ 95.52	\$ 2,758.03	\$ 370.13

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

of the spouse's alternative health insurance coverage. In such a case, the Bargaining Unit Member shall receive a prorated cash payment reflecting that portion of the plan year during which the Bargaining Unit Member's spouse was not covered by District medical benefits. This cash payment is not considered as part of the Bargaining Unit Member's base salary and will not be reported to the Public School Employees Retirement System (PSERS) for the purpose of retirement.

A Bargaining Unit Member may re-enroll his or her spouse before the next annual election, provided there has been a qualifying event (examples, reduction in hours, retirement, voluntary resignation, strike, walkout, layoff, divorce, legal separation, death of covered employee, other employment termination not related to gross misconduct, or other event in conjunction with COBRA law or other loss of coverage) and that the carrier allows such reenrollment, and further providing the Bargaining Unit Member returns the cash payment to the District on a prorated basis.

CURRENT POSITIONS

ASSOCIATION SUMMARY			DISTRICT SUMMARY
Opt-out	Family	Spousal	Total opt-out amounts are found in the District's proposed total compensation model from June of 2019, but the Association only received a PDF copy of the proposal and is unable to cost out. There still seems to be agreement of the \$10,000 first-time opt-out amount in the first 2 years of the contract.
2019-2020:	\$5,000	\$2,500	
2020-2021:	\$5,000	\$2,500	
2021-2022:	\$5,000	\$2,500	
2022-2023:	\$5,000	\$2,500	
2023-2024:	\$5,000	\$2,500	
(First time opt-out in first two years of contract will be \$10,000)			

PROPOSED LANGUAGE

19.7 Cost Containment:

For the purpose of assisting the District in containing the costs of providing hospitalization and major medical, dental, prescription and vision benefits to its employees and limiting the future increases in these costs, all Bargaining Unit Members who voluntarily discontinue medical benefits (hospitalization and major medical, dental, prescription and vision) at the start of any

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

school year or upon eligibility for benefits, shall receive a cash payment, as set forth below. This payment sunsets for spouses of District employees when both are employed by the District on June 30, 2017. The employee must opt out of the QHDHP HD- 1 HC-1 Plan, and not be a spouse or dependent of any employee of the District that currently receives health insurance through the District.

Participating Bargaining Unit Members who voluntarily discontinue all medical benefits within the first two years of the CBA (hospitalization and major medical, dental, prescription and vision) shall receive a one-time cash payment in the amount of Ten ~~Four~~ Thousand Dollars (\$~~410~~,000.00). This cash payment shall be paid to Bargaining Unit Members in a lump sum, on the first pay in ~~December~~December, with no pro-ration of the amount. ~~This election shall be made annually.~~ For those Bargaining Unit Members already disenrolled prior to July 1, 2019, and in the subsequent years for those Bargaining Unit Members who received the \$10,000, those members will receive an annual cash payment, on the first pay in December, of \$5,000 annually. This cash payment is not considered as part of the Bargaining Unit Member's base salary and will not be reported to the Public School Employees Retirement System (PSERS) for the purpose of retirement.

A Bargaining Unit Member may re-enroll within one (1) calendar year provided there has been a qualifying event (examples, reduction in hours, retirement, voluntary resignation, strike, walkout, layoff, divorce, legal separation, death of covered employee, other employment termination not related to gross misconduct, or other event in conjunction with COBRA law) and the carrier will allow such reenrollment, and further providing the employee returns the cash payment to the District on a prorated basis.

The annual deadline for Bargaining Unit Members to renew cost containment claims under Section 19.7 shall be June 1. The District shall provide written notification to Bargaining Unit Members of the renewal period. Bargaining Unit Members who do not submit their cost containment claim forms by June 1 of each year will not be eligible to receive the cash payment for the following school year.

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

If a minimum of twenty-five (25) Bargaining Unit Members do not elect to discontinue benefits as outlined in this section, then there will be a delayed step on the salary schedule as follows:

- 10-25 members discontinue benefits: Delayed step until the 13th pay in 2021-2022
- 9 or less members discontinue benefits: Additional delayed step until the 13th pay in 2022-2023.

Bargaining Unit Members who discontinue benefits will not be able to re-enroll in the plan for two years unless a qualifying event occurs.

19.8 Spousal Cost Containment

For the purpose of assisting the District in containing the costs of providing hospitalization and major medical, dental, prescription and vision benefits to individuals who are not employed by the District, and limiting the future increases in these costs, all eligible married Bargaining Unit Members who voluntarily discontinue all spousal medical benefits (hospitalization and major medical, dental, prescription and vision) at the start of any school year or upon eligibility for benefits, shall receive a cash payment in the amount of Two Thousand Five-Hundred Dollars (\$2,5000.00). In the situation wherein an employee and spouse are both employed by the District, those employees will be ineligible for payment under this clause. This cash payment shall be paid to the Bargaining Unit Member in a lump sum, on the first pay in December. This election shall be made annually. In the event of a permitted election change (or change in status) as provided in Internal Revenue Code Section 125 or applicable regulations, including but not limited to the employee's spouse obtaining alternative health insurance coverage, a Bargaining Unit Member may discontinue all spousal medical benefits upon presentation of satisfactory documentation of the spouse's alternative health insurance coverage. In such a case, the Bargaining Unit Member shall receive a prorated cash payment reflecting that portion of the plan year during which the Bargaining Unit Member's spouse was not covered by District medical benefits. This cash payment is not considered as part of the Bargaining Unit Member's base salary and will not be reported to the Public School Employees Retirement System (PSERS) for the purpose of retirement.

A Bargaining Unit Member may re-enroll his or her spouse before the next annual election,

Association Issues
Phoenixville Area Education Association
Fact-finding
September 11, 2019

provided there has been a qualifying event (examples, reduction in hours, retirement, voluntary resignation, strike, walkout, layoff, divorce, legal separation, death of covered employee, other employment termination not related to gross misconduct, or other event in conjunction with COBRA law or other loss of coverage) and that the carrier allows such reenrollment, and further providing the Bargaining Unit Member returns the cash payment to the District on a prorated basis.

DISTRICT

ARTICLE 19

19.1. Hospitalization and Major Medical, Dental, Prescription and Vision Benefits: Base Plans:

The District shall provide hospitalization and major medical, dental, prescription and vision insurance benefits to full-time Bargaining Unit Members and their eligible dependents as set forth in this Article.

The base medical plan shall be the Qualified High Deductible Health Plan (QHDHP) HD-1 HC-1 with Integrated Drug plan for hospitalization, major medical insurance and prescription coverage. The QHDHP HD-1 HC-1 shall have an annual deductible consisting of \$1,500 for individual coverage and \$3,000 for family coverage in network; and \$5,000 for individual coverage, and \$10,000 for family coverage out of network. Said annual deductibles shall be adjusted as needed to ensure they satisfy the minimum requirements under federal law to continue to qualify as a QHDHP HD-1 HC-1 at the individual and family coverage levels. Each participating Bargaining Unit Member shall contribute ~~six percent (6%) in 2016-2017, six percent (6%) in 2017-2018 and seven percent (7%) in 2018-2019~~ **seven percent (7%) in 2019-2020, eleven percent (11%) in 2020-2021, twelve percent (12%) in 2021-2022, twelve percent (12%) in 2022-2023 and thirteen percent (13%) in 2023-2024** of the total cost for all health insurance premiums through payroll deduction. Health insurance premiums shall include medical with integrated drug, dental and vision. The District shall pay the remainder of the costs for such plans for Bargaining Unit Members and eligible dependents for the Base Plans. The Base Plans shall include QHDHP HD-1 HC-1 with integrated drug, a Group Dental Plan and Vision Benefits, as set forth below.

To offset the cost of the annual deductibles of the QHDHP HD-1 HC-1, the District agrees to open ~~and assist in funding~~ a Health Savings Account ("HSA") for each eligible employee or family group electing coverage under the QHDHP HD-1 HC-1. ~~The contributions that the District will make to this HAS are as follows:~~

	<u>Individual</u>	<u>Family</u>
2016-2017	\$1,225	\$2,450

2017-2018 \$750 \$1,500

2018-2019 \$150 \$300

~~Contributions to the HSA will be made prior to July 1 of each year. These contributions will be prorated based on number of months served, and will equally be prorated when life events are reported that change employees' coverage between individual and family.~~

In the event of an active Employee's death, his/her eligible dependents, as set forth herein, shall continue to be covered by the present coverage for the remainder of the month of the Employee's death.

~~If the District increases the annual deductible amounts for the QHDHP HD-1 HC-1 as specified above, the District shall increase the amount of its employer HSA contribution by an amount equal to the increase in the annual deductible for the elected level of coverage. Individuals can voluntarily contribute up to a maximum tax deferred amount allowable under the law into their individual HSA account.~~

If the District is required to pay the "Excise Tax" under the Patient Protection Affordable Care Act for medical benefits provided to employees under this section, the District and Association shall immediately commence negotiations to make medical benefit plan changes to eliminate the District's exposure to said tax. If those negotiations do not result in any agreement within 60 days, the District shall supply the Association with a list of all comparable Independent Blue Cross deductible medical benefit plans that do not trigger the Cadillac Tax, including equivalent plans if available, for the Association to select from in order to replace the existing medical benefit plan that triggers the Excise Tax. The Association shall then decide within 30 days the new medical benefit plan from the District's list of options. If the Association fails to select a new medical plan within the 30 day period, the District shall select the plan from that District's same list of options.

19.5 Cost Containment:

For the purpose of assisting the District in containing the costs of providing hospitalization and major medical, dental, prescription and vision benefits to its employees and limiting the future increases in these costs, all Bargaining Unit Members who voluntarily discontinue medical benefits (hospitalization and major medical, dental, prescription and vision) at the start of any school year or upon eligibility for benefits, shall receive a cash payment, as set forth below. This payment sunsets for spouses of District employees when both are employed by the District on June 30, ~~2017~~ 2019. The employee must opt out of the QHDHP HD- 1 HC-1 Plan, and not be a spouse or dependent of any employee of the District that currently receives health insurance through the District.

Participating Bargaining Unit Members who voluntarily discontinue all medical benefits (hospitalization and major medical, dental, prescription and vision) shall receive a cash payment in the amount of Four Thousand Dollars (\$4,000.00). This cash payment shall be paid to Bargaining Unit Members in a lump sum, ~~on the first pay in December.~~ on the last pay of the plan year. This election shall be made annually. This cash payment is not considered as part of the Bargaining Unit Member's base salary and will not be reported to the Public School Employees Retirement System (PSERS) for the purpose of retirement.

A Bargaining Unit Member may re-enroll within one (1) calendar year provided there has been a qualifying event (examples, reduction in hours, retirement, voluntary resignation, strike, walkout, layoff, divorce, legal separation, death of covered employee, other employment termination not related to gross misconduct, or other event in conjunction with COBRA law) and the carrier will allow such reenrollment, and further providing the employee returns the cash payment to the District on a prorated basis.

The annual deadline for Bargaining Unit Members to renew cost containment claims under Section 19.7 shall be June 1. The District shall provide written notification to Bargaining

Unit Members of the renewal period. Bargaining Unit Members who do not submit their cost containment claim forms by June 1 of each year will not be eligible to receive the cash payment for the following school year.

19.6 Spousal Cost Containment

For the purpose of assisting the District in containing the costs of providing hospitalization and major medical, dental, prescription and vision benefits to individuals who are not employed by the District, and limiting the future increases in these costs, all eligible married Bargaining Unit Members who voluntarily discontinue all spousal medical benefits (hospitalization and major medical, dental, prescription and vision) at the start of any school year or upon eligibility for benefits, shall receive a cash payment in the amount of Two Thousand Dollars (\$2,000.00). In the situation wherein an employee and spouse are both employed by the District, those employees will be ineligible for payment under this clause. This cash payment shall be paid to the Bargaining Unit Member in a lump sum, ~~on the first pay in December.~~ ~~on the last pay of the plan year.~~ This election shall be made annually. In the event of a permitted election change (or change in status) as provided in Internal Revenue Code Section 125 or applicable regulations, including but not limited to the employee's spouse obtaining alternative health insurance coverage, a Bargaining Unit Member may discontinue all spousal medical benefits upon presentation of satisfactory documentation of the spouse's alternative health insurance coverage. In such a case, the Bargaining Unit Member shall receive a prorated cash payment reflecting that portion of the plan year during which the Bargaining Unit Member's spouse was not covered by District medical benefits. This cash payment is not considered as part of the Bargaining Unit Member's base salary and will not be reported to the Public School Employees Retirement System (PSERS) for the purpose of retirement.

A Bargaining Unit Member may re-enroll his or her spouse before the next annual election, provided there has been a qualifying event (examples, reduction in hours, retirement, voluntary resignation, strike, walkout, layoff, divorce, legal separation, death of covered employee, other employment termination not related to gross misconduct, or other event in conjunction with COBRA law or other loss of coverage) and that the carrier allows such reenrollment, and further providing the Bargaining Unit Member returns the cash payment to the District on a prorated basis.

DH

Fact Finder Recommendation: Health Care Issue

The Fact Finder recommends the position of the Association and the Contract language presented at the Hearing of the Association presented at the Hearing, and Attached to this Report.

Tentative Agreements

At the hearings the Fact Finder was advised of many Tentative Agreements between the parties. It is recommended the tentative Agreements be incorporated into this report and included in the Collective Bargaining Agreement.

Conclusion

The Parties are directed to review this Report and within ten (10) calendar days from the date of the 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 consideration period and until the Report is officially released by the PLRB, in the event of a rejection.

In the event of a rejection by any Party, the Parties shall continue negotiations.

the Fact Finder submits the Report as set forth.

A. Martin Herring

A. Martin Herring, Esquire

Issued: September 29, 2019