

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and
	(Recommendations
Between	(
	(
Chartiers Valley School District	(Case No. ACT 88-23-2-W
and	(
	(Date of Hearing: May 11, 2023
	(
Chartiers Valley Federation of Teachers	(Date of Report: May 22, 2023
	(

Michelle Miller-Kotula
Fact-Finder

For the District:

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Background

By letter dated April 10, 2023, 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 Chartiers Valley School District (hereafter referred to as the "District") and Chartiers Valley Federation of Teachers, PSEA/NEA (hereafter referred to as the "Association"). The Association represents a unit of approximately 249 bargaining unit professionals including teachers, nurses and counselors. The District encompasses the Boroughs of Bridgeville and Heidelberg and Collier and Scott Townships, located ten (10) miles southwest of Pittsburgh in Allegheny 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 for the school years 2017-2018 to 2021-2022. The parties began formal negotiations on December 10, 2021, exchanged proposals and met approximately twenty-five times, including sidebar discussions in an attempt to negotiate a successor CBA.

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 IV	Federation Privileges
Article V	Teaching Conditions
Article VI	Compensation
Article VII	Extracurricular Activities
Article VIII	Retirement Incentive
Article XI	Leaves of Absence
Article XII	Insurance Protection
Article XV	Coverage During Teaching Absence

On May 11, 2023, a virtual fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned. During the hearing, both parties were afforded a full opportunity to present testimony, examine and cross examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

Executive Session discussions were held between the parties. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues. The parties also informed the Fact-Finder of tentative agreements that were reached.

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

- The reliable and credible testimony provided, the evidence presented at the Fact-Finding hearing and further clarifications given to questions of this Fact-Finder during Executive Session discussions.
- The expired collective bargaining agreement.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.
- The interest and welfare of taxpayers and the ability of the District to finance and administer the issues proposed.
- The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the CBA created through this process.

ISSUES IN DISPUTE AND RECOMMENDATIONS

Article IV Federation Privileges

District Position:

The District notes the parties agreed to remove the current language in this section as per the tentative agreements. However, the District contends to add the following language concerning Fair Share:

Fair Share fees shall not be collected until such time that the restriction on the collection of Fair Share fees announced in the Supreme Court decision in Janus v. AFSCME, Council 31, 138S. Ct. 2448 (2018) is reversed, or the collection of Fair Share fees is made legal in some other manner. In the event that Fair Share again is deemed legal, all the provisions of this section that existed in the 2017–2022 agreement pertaining to the obligations of non-members to pay Fair Share fees and the District deduction of such Fair Share fees shall be reinstated in full force and effect subject to any limitations in federal or state law.

The District states it is necessary to add the proposed language due to changes that may occur in the law.

Federation Position:

The Federation accepts changes to this language.

Recommendation:

The Fact-Finder has reviewed the positions of the parties. The recommendation is made to add the language proposed by the District.

**Article V
Teaching Conditions**

District Position:

The District submits it is necessary to change the language in the Professional Development section related to department meetings. In Article V.I.1.g, iii. the District suggests for the department meetings to be scheduled on a mutually agreed upon time and day. Also, with regards to Professional Planning Time, the District proposes to add the following sentence:

“Non-scheduled PPT may be conducted remotely, or in other buildings as long as it does not interfere with a teacher’s instructional time.”

Federation Position:

The Federation proposes to change the language in the Professional Development article.

The language organizes, in one place, the structure of the school year and expectations for the staff. The allowance for Professional Planning Time to be conducted remotely allows some flexibility that has been demonstrated in the post-Covid world.

The Federation proposes to change the language as follows:

a. Article V.I.1.g

- i. For the term of this agreement the faculty work year will be 190 days. Employees may be scheduled to work up to 12 in-service days. All in-service days will be contingent upon the student school year. The school district calendar shall be adopted and/or modified by the School Board consistent with the School Code.
- ii. The District recognizes that professional development is essential for the progress and success of our staff and ultimately our students. As such, Act 48 hours may be provided for the professional development activities outlined by state regulation.
- iii. Professional development schedule/days will be reviewed with building leadership prior to the start of the school year and available for faculty view. Any modifications to the professional development calendar shall be announced within five (5) days of said professional development, except for in extenuating circumstances.

b. Forms of Professional Development include but are not limited to:

- i. Act 80 days: eight-hour days (full days) approved through the annual District calendar not to exceed the 190 teacher days. May or may not be remote as per Superintendent or designee.
- ii. Faculty meetings: Up to one hour in length to be conducted one time per month within the school year calendar. Before school department meetings will be scheduled on a mutually agreed upon day, usually Wednesday or Thursday. Meetings will be in person unless otherwise agreed upon. Faculty attendance is required at meetings unless permission is provided by the building administrator.
- iii. Department Meetings: Up to one hour in length to be conducted one time per month or no more than four times per semester, then within May or December, within the school calendar year. Before school department meetings will be scheduled on a mutually agreed-upon day, usually Wednesday or Thursday. Meetings will be in person unless otherwise agreed upon. Faculty attendance is required at these meetings unless permission is provided by the building administrator.
 1. It is the role of the department head to guide the curricular focus of the department and it is expected that faculty members cooperate with the department head.
- iv. Professional Planning Time:
 1. 30 minutes of professional planning is to be included in the faculty schedules daily either at the end or the beginning of the teaching day. The District recognizes this time is for and to be used on professional collaboration to include, but not limited to, co-teaching preparation, PBL, and department collaboration however the building principal or designee may coordinate the usage of the PPT at the beginning or end of the teaching day to address building matters on a pre-scheduled monthly basis. No more than three times per semester building administration may work collaboratively with building faculty on specific foci within PPT. Non-scheduled PPT may be conducted remotely, or in other buildings as long as it does not interfere with the teacher's instructional time. For example, book clubs, building specific committees, specific culture, curricula, and/or instructional foci. These meetings will be in person unless otherwise indicated by the building principal or designee.
 2. *The aforementioned meeting(s) exclusion: monthly faculty meetings, monthly department and/or grade level meetings.
- v. Clerical Days: Effective for the term of this agreement, one full day prior to the start of the student school year and four half in-service half days at the end of the nine weeks will be designated. Administrators will not

schedule group or formal meetings on these days. These days will be scheduled as follows:

1. Prior to the first day of school (1 full day)
2. End of each marking period (4 half days)

The Federation also proposes to use a rotation for morning internal traffic control to result in a more equitable distribution of the duties. The proposed language reads as follows:

2. Teaching Schedule – (Elementary K-5)

- b. Elementary teachers (K–2 and 3-4-5) shall not be assigned lunchroom duties, playground duty, or nurse room duty. However elementary teachers may be assigned morning internal traffic on a rotating basis.

The Federation also suggests the following proposal to discontinue the following longstanding practice. It is unequal treatment in scheduling these professionals differently because of their subject areas. The language suggested reads as follows:

- c. Elementary School Teachers who identify as “specials” teachers (physical education, art, music, foreign language, library, computers) regularly shall be assigned no more than six sections/classes each day. If necessary to assign a 7th section on any day that teacher shall receive compensation as if teaching a 7th period as outlined in Article XV, Section B.

The Federation contends it is necessary to change the language in the Teaching Schedule– Special Education (K–12) section. This is crucial because Special Education Caseloads not only impact the instruction of the students but also the amount of paperwork and testing the Special Education Staff must do. This also has a tremendous impact on the ability of the staff to keep the District in compliance. While the penalties may fall on the District, compliance issues weigh heavily on the bargaining unit. The suggested language changes read as follows:

3. Teaching Schedule – Special Education (K-12)

- e. The Board agrees to limit the size of Special Education Teachers’ caseloads. These are the number of Individualized Educational Plans (IEPs) that the teachers responsible for that does not include 504 plans. The maximum number cases that will be assigned each building will be as follows:

Primary School/Intermediate School 16 (sixteen) student cases

Middle School/High School 20 (twenty) student cases

If the number of cases exceeds the number assigned above an additional teacher will be hired.

f. Speech and Language Pathologists' caseload will not exceed 65 students. In the event that number increases, the District will make accommodations to provide services if the caseload number is exceeded.

The Federation proposes the following changes related to class-size. The Federation contends class-size has a dramatic impact on instruction and the ability to individualize the education experience of the students. Not only has the number of students with required individualization grown, but the nature of education has changed, so that educators need to attempt to reach each learner where they are. This becomes increasingly difficult as class sizes grow. The new language proposed by the Federation reads:

O. Class Size

The Board and Federation recognize that greater direct contact with students has positive aspects toward the educational growth of students.

Class sizes shall be limited as follows:

<u>Grades</u>	<u>Maximum Number of Students</u>
Kindergarten and 1	21 (twenty-one)
2 and 3	23 (twenty-three)
4 and 5	25 (twenty-five)
6 through 8	27 (twenty-seven)
9 through 12	28 (twenty-eight)

When class sizes exceed the numbers assigned above, additional classes or sections will be added to accommodate those students.

For safety reasons the number of students shall not exceed the number of stations in any laboratory or Applied Engineering Technology class including but not limited to Family Consumer Science, Arts, and Computer Science.

The Federation proposes the following new language related to Instructional Supplies. This is an increase in the money allotted to purchase supplies for the students. The Federation contends employees currently receive \$50 at the start of the year. The number has not changed for at least a decade, all prices for supplies and the needs of the students have increased dramatically.

O. Instruction Supplies

Each bargaining unit member shall be permitted to purchase up to the following for instructional supplies each school year. Additional amount may be purchased with appropriate authorization.

K-5 Elementary	\$250.00
6-8 Middle School	\$200.00
9-12 High School	\$150.00

Recommendations:

(Professional Development)

The Fact-Finder has reviewed the positions of the parties related to various sections in the Teaching Conditions Article. The Fact-Finder recognizes the parties have worked toward agreement on the Professional Development section and recommends for the following to be made part of the CBA:

a. Article V.I.1.g

i. For the term of this agreement the faculty work year will be 190 days. Employees may be scheduled to work up to 12 in-service days. All in- service days will be contingent upon the student school year. The school district calendar shall be adopted and/or modified by the School Board consistent with the School Code.

ii. The District recognizes that professional development is essential for the progress and success of our staff and ultimately our students. As such, Act 48 hours may be provided for the professional development activities outlined by state regulation.

iii. Professional development schedule/days will be reviewed with building leadership prior to the start of the school year and available for faculty view. Any modifications to the professional development calendar shall be announced within five (5) days of said professional development, except for in extenuating circumstances.

b. Forms of Professional Development include but not limited to:

i. Act 80 days: eight-hour days (full days) approved through the annual District calendar not to exceed the 190 teacher days. May or may not be remote as per Superintendent or designee.

ii. Faculty meetings: up to one hour in length to be conducted one time per month were no more than four times per semester, then within May or December, within the school calendar year. Before school department meetings will be scheduled on a mutually agreed-upon day, usually Wednesday or Thursday. Meetings will be in person unless otherwise agreed upon. Faculty attendance is required at meetings unless permission is provided by the building administrator.

iii. Department Meetings: Up to one hour in length to be considered one time per month or no more than four times per semester, then within May or December, within the school calendar year. Before school department meetings will be scheduled on a mutually agreed-upon day, usually Wednesday or Thursday. Meetings will be in person unless otherwise agreed upon. Faculty attendance is required at these meetings unless permission is provided by the building administrator.

1. It is the role of the department head to guide the curricular focus of the department and it is expected that faculty members cooperate with the department head.

iv. Professional Planning Time:

1. 30 minutes of professional planning is to be included in the faculty schedules daily either at the end or the beginning of the teaching day. The District recognizes this time is for and to be used on professional collaboration to include, but not limited to, co-teaching preparation, PBL, and department collaboration however the building principal or designee may coordinate the usage of the PPT at the beginning or end of the teaching day to address building matters on a pre-scheduled monthly basis. No more than three times per semester building administration may work collaboratively with building faculty on specific foci within PPT. Nonscheduled PPT may be conducted remotely, or in other buildings as long as it does not interfere with the teacher's instructional time. For example, book clubs, building specific committees, specific culture, curricula, and/or instructional foci. These meetings will be in person unless otherwise indicated by the building principal or designee.

2. *The aforementioned meeting(s) exclusion: monthly faculty meetings, monthly department and/or grade level meetings.

v. Clerical Days: Effective for the term of this agreement, one full day prior to the start of the student school year and four half in-service half days at the end of the nine weeks will be designated. Administrators will not schedule group or formal meetings on these days. These days will be scheduled as follows:

- 1. Prior to the first day of school (1 full day)**
- 2. End of each marking period (4 half days)**

(Teaching Schedule)

It is this Fact-Finder’s determination to adopt the language change suggested by the Federation related to using a rotation for morning traffic control. Such language will be beneficial to distribute the duties in a more equitable manner.

(Special Teachers)

After a review of the positions of the parties related to the Federation’s proposal regarding not assigning the “specials”, this Fact-Finder has decided it is not in the best interest of the District to change the manner in which “specials” are utilized.

(Teaching Schedule – Special Education (K-12))

The Fact-Finder recommends that the language in this Section remain the same.

(Class Size)

The Fact-Finder understands the position of the parties related to class size. It is recommended by this Fact-Finder that the language remain the same.

(Instructional Supplies- new language)

The Fact-Finder understands the needs of teachers as it relates to money needing to be allotted for classroom supplies. However, the District explained during the Fact-Finding hearing that in addition to monies already received by the teachers at the start of the year, money is available in each building to assist in purchasing supplies. It is this Fact-Finder’s recommendation that the building administrators communicate with the bargaining unit members what is available to be utilized.

**Article VI
Compensation**

District Position:

The District proposes the following salary increases:

	2022-23	2023-24	2024-25
1	\$500	\$500	\$500
2-12	\$450	\$450	\$450
13-15	\$1075	\$1075	\$1075
16-17	\$200	\$200	\$200
18	\$600	\$600	\$600

The District notes this is a 3% average salary increase over three years.

Federation Position:

The Federation proposes for step and lane movement and salary to be fully retroactive from July 1, 2022 for all active employees and anyone who has retired from the bargaining unit since July 1, 2022.

The Federation submits the parties over the years have negotiated the top salary step that is currently the highest K–12 educator salary in Allegheny County, the starting salary and the

remainder the scale is troublingly low. The scales were created over decades of bargaining and cannot be changed or corrected overnight. The Federation proposes a three-year agreement with modest increases at the top and tries to improve the scale inside.

Recommendation:

The recommendation by the Fact-Finder in this report as it relates to the salary is premised on a three (3) year CBA. This salary proposal represents an average salary increase of 3.23% over a three (3) year period.

For 2022-2023 the average increase would be 3.54%, for 2023-2024 the average increase would be 3.36%, and for 2024-2025 the average increase would be 2.80%.

The Fact-Finder submits for the following proposal to be adopted.

Retroactivity would apply to the start of the 2022/23 school year to the present and for the remainder of the approved CBA. Former employees who retired effective since the 2022/2023 school year are to receive retroactivity. However, employees who resigned or separated from the District for other reasons are not eligible to receive retroactivity.

Steps	2022-23	2023-24	2024-25
1	\$500	\$500	\$500
2-12	\$450	\$450	\$450
13-15	\$800	\$800	\$800
16-17	\$200	\$200	\$200
18	\$1000	\$1000	\$1000

The related salary schedules are as follows:

Year	Current	2021- 2022	BASE YEAR			
Step	B	M	M+15	M+30	M+45	PhD
1	47,217	47,970	48,723	49,475	50,228	51,984
2	48,417	49,170	49,923	50,675	51,428	53,184
3	49,717	50,470	51,223	51,975	52,728	54,484
4	51,017	51,770	52,523	53,275	54,028	55,784
5	52,317	53,070	53,823	54,575	55,328	57,084
6	53,617	54,370	55,123	55,875	56,628	58,384
7	55,452	56,205	56,958	57,710	58,463	60,219
8	57,102	57,855	58,608	59,360	60,113	61,869
9	58,752	59,505	60,258	61,010	61,763	63,519
10	60,402	61,155	61,908	62,660	63,413	65,169
11	62,052	62,805	63,558	64,310	65,063	66,819
12	63,352	64,105	64,858	65,610	66,363	68,119
13	63,852	64,605	65,358	66,110	66,863	68,619
14	64,352	65,105	65,858	66,610	67,363	69,119
15	64,682	65,924	66,606	67,037	67,693	69,851
16	75,314	77,260	77,910	78,344	78,992	81,156
17	94,212	97,557	98,336	99,339	100,246	102,907
18	112,712	116,057	116,836	117,839	118,746	121,407

Year 1 2022-2023

Step	B	M	M+15	M+30	M+45	PhD
1	47,717	48,470	49,223	49,975	50,728	52,484
2	48,867	49,620	50,373	51,125	51,878	53,634
3	50,167	50,920	51,673	52,425	53,178	54,934
4	51,467	52,220	52,973	53,275	54,478	56,234
5	52,767	53,520	54,273	55,025	55,778	57,534
6	54,067	54,820	55,573	56,325	57,078	58,834
7	55,902	56,655	57,408	58,160	58,913	60,669
8	57,552	58,305	59,058	59,810	60,563	62,319
9	59,202	59,955	60,708	61,460	62,213	63,969
10	60,852	61,605	62,358	63,110	63,863	65,619
11	62,502	63,255	64,008	64,760	65,513	67,269
12	63,802	64,555	65,308	66,060	66,813	68,569
13	64,652	65,405	66,158	66,910	67,663	69,419
14	65,152	65,905	66,658	67,410	68,163	69,919
15	65,482	66,724	67,406	67,837	68,493	70,651
16	75,514	77,460	78,110	78,544	79,192	81,356
17	94,412	97,757	98,536	99,539	100,446	103,107
18	113,712	117,057	117,836	118,839	119,746	122,407

Year 2 2023-2024

Step	B	M	M+15	M+30	M+45	PhD
1	48,217	48,970	49,723	50,475	51,228	52,984
2	49,317	50,070	50,823	51,575	52,328	54,084
3	50,617	51,370	52,123	52,875	53,628	55,384
4	51,917	52,670	53,423	53,725	54,928	56,684
5	53,217	53,970	54,723	55,475	56,228	57,984
6	54,517	55,270	56,023	56,775	57,528	59,284
7	56,352	57,105	57,858	58,610	59,363	61,119
8	58,002	58,755	59,508	60,260	61,013	62,769
9	59,652	60,405	61,158	61,910	62,663	64,419
10	61,302	62,055	62,808	63,560	64,313	66,069
11	62,952	63,705	64,458	65,210	65,963	67,719
12	64,252	65,005	65,758	66,510	67,263	69,019
13	65,452	66,205	66,958	67,710	68,463	70,219
14	65,952	66,705	67,458	68,210	68,963	70,719
15	66,282	67,524	68,206	68,637	69,293	71,451
16	75,714	77,660	78,310	78,744	79,392	81,556
17	94,612	97,957	98,736	99,739	100,646	103,307
18	114,712	118,057	118,836	119,839	120,746	123,407

Year 3 2024-2025

Step	B	M	M+15	M+30	M+45	PhD
1	48,717	49,470	50,223	50,975	51,728	53,484
2	49,767	50,520	51,273	52,025	52,778	54,534
3	51,067	51,820	52,573	53,325	54,078	55,834
4	52,367	53,120	53,873	54,175	55,378	57,134
5	53,667	54,420	55,173	55,925	56,678	58,434
6	54,967	55,720	56,473	57,225	57,978	59,734
7	56,802	57,555	58,308	59,060	59,813	61,569
8	58,452	59,205	59,958	60,710	61,463	63,219
9	60,102	60,855	61,608	62,360	63,113	64,869
10	61,752	62,505	63,258	64,010	64,763	66,519
11	63,402	64,155	64,908	65,660	66,413	68,169
12	64,702	65,455	66,208	66,960	67,713	69,469
13	66,252	67,005	67,758	68,510	69,263	71,019
14	66,752	67,505	68,258	69,010	69,763	71,519
15	67,082	68,324	69,006	69,437	70,093	72,251
16	75,914	77,860	78,510	78,944	79,592	81,756
17	94,812	98,157	98,936	99,939	100,846	103,507
18	115,712	119,057	119,836	120,839	121,746	124,407

Tuition Reimbursement

District Position:

The District proposes to reduce the amount of total reimbursement for those employees who apply for Tuition Reimbursement in the amount of \$40,000 per school year.

Federation Position:

The Federation makes the following concessions in the Tuition Reimbursement area of the CBA but realizes in order to attract and retain new teachers who must return to school to make their teaching certificates “permanent,” tuition reimbursement is an important factor. If the District reduces this too drastically, permanently reduces it, the morale of the employee and retention will be impacted. The maximum amount of total reimbursement from the District to those teachers who apply for such reimbursement shall be as follows for each year of the indicated years of the CBA:

2022-2023	\$50,000
2023-2024	\$55,000
2024-2025	\$60,000

Recommendation:

It is this Fact-Finder’s recommendation after discussion with the parties that the amount of money in the Tuition Reimbursement account has not been fully utilized for a period of time due to the demographics of the educational levels of the current staff. However, it is evident in the event of new teachers being hired, it may be necessary for the District to have adequate funds available in this category. Thus, this Fact-Finder’s recommendation is to reduce the amount of reimbursement to the level of \$50,000 per year.

**Article VII
Extracurricular Activities**

District Position:

The District proposed for extracurricular stipends to increase by 1% for each year of this CBA.

The District additionally recommends for the Labor/Management Committee to review the necessity of extracurricular positions/stipends and make upward adjustments as deemed appropriate to their respective responsibilities. This would apply to anyone hired beginning with the 2023-2024 school year.

The District also proposes for the point value to be \$400.00/point to be the method for establishing salary schedules for supervising extracurricular athletics and determining band/dance/cheerleading activities will be used upon a standard point value for each specific sport and activity that is multiplied by a dollar per point value established by the Chartiers Valley School District.

Federation Position:

The Federation believes it is reasonable for a 1.25% increase for each year of this CBA including the 2024-2025 school year according to the scale for extracurricular activities contained in the Extracurricular Activities language.

The Federation also proposes for a Labor/Management Committee to be formed during the 2022–2023 school year and continue during the term of this Agreement to review the necessity of extracurricular position/stipends and make upward adjustments as deemed appropriate to their respective responsibilities.

Recommendation:

The Fact-Finder has reviewed the parties’ proposals related to the Extracurricular Activities language. It is reasonable to increase the extracurricular stipends by 1% for each year of this CBA.

Accordingly, the Fact-Finder suggests that the following language be adopted to benefit both parties:

The Labor/Management Committee is to be formed to review the necessity of extracurricular positions/stipends and make upward adjustments as deemed appropriate to their respective responsibilities. This would apply to anyone hired beginning with the 2023-2024 school year.

The Fact-Finder recommends for the parties to adopt language to establish the point value for the extracurricular activities as follows:

The point value is established to be \$400.00/point and is to be the method for establishing salary schedules for supervising extracurricular athletics and determining band/dance/cheerleading activities will be used upon a standard point value for each specific sport and activity that is multiplied by a dollar per point value established by the Chartiers Valley School District.

**Article VIII
Retirement Incentive**

District Position :

It is the position of the District to extend the window of eligibility for the 2023/24 school year for eligible employees to be provided with the retirement incentive. However, the District does not agree to strike sections 3, 6 and 7 related to eligibility.

The District proposes to add the following as Section 8:

During the 2023-2024 school year the eligibility of employees (Article VII, A #3 and #6) will be any employee having 15 years of continuous full-time service in CVSD with PSERS will be eligible for a retirement incentive by an employee submitting their irrevocable letter of resignation to the Superintendent by the first business day of November 2023.

Related to Section B. Monetary Incentive, the District proposes the following:

- a. 2022/23-2023/24 Retirees. Eligibility employees who submit a letter of retirement by the deadline contained in the contract shall receive an incentive with payment of \$200 for each year of continuous service with CVSD to a maximum of \$6500, plus payment in the amount of \$140 for each accumulated and unused sick or personal day, up to a combined maximum of \$21,000 of payments for years of service and unused sick/personal days.
- b. 2024-2025 Retirees. Eligible employees who submit a letter of retirement by the deadline contained in the contract shall receive an incentive with payment of \$210 for each year of continuous service with CVSD to a maximum of \$6700 plus payment in the amount of \$150 for each accumulated and unused sick or personal day, up to a combined maximum of \$22,000 of payments for years of service and unused sick/personal days.
- c. ~~Eligible employees who submit a letter of retirement by February 1 of the school year shall receive a \$3000 bonus. (Article VIII, Section B.~~
- d. Benefits Incentive: amount of insurance benefit payment.
 - ii. 2023-2024 Retirees: \$450 per year of service.
 - iii. 2024-2025 Retirees: \$425 per year of service

The District does not agree to moving any sick days for which compensation is not paid shall be donated to the CVFT Sick Bank for future use.

The District agrees payment shall be made in two (2) equal installments, no later than September of each year following the effective date of retirement. A Tax-Sheltered Annuity shall be made available to the retiree. The provider of the tax-free vehicle will be chosen by mutual agreement of the Federation and the District.

Federation Position:

The Federation believes the Retirement Incentive language requires a modest increase in the value of sick days and should be provided at a time when the stress in the educational field is high in the difficulty in finding substitutes is acute. The District has pushed for earlier notice for retirement and so the Federation is proposing an additional bonus for giving earlier notice.

The Federation recognizes an Early Retirement Incentive can save the District a large amount of money if they replace the staff member at a lower rate. For an educator to retire, the incentive must be attractive enough for the potential retiree to know that a significant portion of their health care will be covered until they start Medicare. Otherwise, they will not return to the District will continue to pay the top salary.

The Federation proposes the following:

A. Eligibility

To be eligible for the benefits provided, an employee must:

5. Submit an irrevocable letter of resignation to the superintendent no later than 4:00 p.m. prevailing time the first business day of April of the year they wish to retire. If an employee submits their irrevocable letter of resignation to the Superintendent by the first business day of February, they shall be paid a one-time bonus of \$3000. An employee may submit their irrevocable letter of resignation to the Superintendent by the first business day of April, and receive this Retirement Incentive, but shall not receive the one-time bonus of \$3000.

7. Any employee who previously forfeited participation in Article VIII, Retirement Incentive under the terms of prior collective bargaining agreement between the parties shall have an additional opportunity to elect to retire during the 2023–2024 school year and to participate in the retirement incentive provided such employee otherwise qualifies for the incentive. The retirement benefits available to such employee will be governed by Subparagraph B of this Article. This includes employees who had not fulfilled fifteen (15) years of continuous service when they achieved superannuation eligibility.

The Federation proposes changing the amount of monetary incentive payment as follows:

B. Monetary Incentive

c. Amount of Monetary Incentive Payment

- a. Retirees. Eligible employees who submit a letter of retirement by the deadline contained in the contract shall receive an incentive with payment of \$250 for each year of continuous service with CVSD to a maximum of \$8750, plus payment in the amount of \$160 for each accumulated and unused sick or personal day, up to a combined maximum of \$25,710 of payments for years of service and unused sick/personal days.
- b. Eligible employees who submit a letter of retirement by February 1 of the school year shall receive a \$3000 bonus. (Article VIII, Section B)
- c. Benefits Incentive: amount of insurance benefit payment
 - i. Beginning (current date) each retiree shall receive, for the purchase of insurance benefits, payment for each year of continuous service within the CVSD in accordance with the below schedule:
 - ii. 2021 – 2025 Retirees: \$500 per year of service.

Recommendation:

The Fact-Finder recognizes that the Retirement Incentive language is a generous benefit offered to the Federation. The evidence shows the District has enhanced the proposed Retirement Incentive language during bargaining to become an even more generous benefit. Therefore, it is recommended to adopt the language proposed by the District.

**Article XI
Leaves of Absence**

District Position:

The District proposes the following changes to this Article of the CBA:

1. To remove word banked
2. To add the word personal to the following sentence:

At the outset of the school year, each employee shall be credited with a 14-day PTO (Paid Time Off) leave allowance. The unused portion of such allowance shall not accumulate as PTO from year to year. The unused portion will be converted to sick leave to each employee's personal sick bank. This includes the employee's year of retirement so that those PTO days shall be counted for purposes of severance.

10. To remove "for transfer to the sick bank or a combination of both."

Federation Position:

The Federation proposes changing over to a Paid Time Off (PTO) system. The Federation suggests most employers in the private sector have switched over to a PTO. Western Pennsylvania School for Blind Children has used it for years. The existing Federation language allowed the rollover of the three personal days so that a person could use six personal and then 10 sick leave (plus accumulated sick leave) days in the school year. This proposal requests the addition of one (1) PTO day for total 14 per year. Once the year is over, they do not accumulate as personal days.

The Federation proposes the following new language:

A. Paid Time Off (PTO)

1. An employee's existing banked sick days shall remain sick days for use according to the established guidelines.
2. At the outset of the school year, each employee shall be credited with a 14-day PTO (Paid Time Off) leave allowance. The unused portion of such allowance shall not accumulate as PTO from year to year. The unused portion will be converted to sick leave to each employee's sick bank. This includes the employee's year of retirement, so that those PTO days shall be counted for purposes of severance.

3. The 14 days per year designated as PTO may be used for matters of personal business. These days may be used for confidential personal business without stating a reason. The days immediately prior to or following holidays and recesses shall require reason. The Superintendent will have the final discretion over the use of PTO days scheduled following a holiday recess.
4. Any request to use four (4) PTO days consecutively must be submitted to the Superintendent in advance. The Superintendent retains sole discretion to permit an employee to schedule four or more PTO days consecutively.
5. In cases of emergency, PTO shall be granted automatically.
6. A PTO leave that is for a personal illness that extends more than four (4) days requires that a physician statement be submitted.
7. On or after May 1, no more than 10% of staff at each of the Elementary, Middle and High School levels may use PTO leave at any one time. The 10% limit shall apply separately to the Primary, Intermediate, Middle, and High School levels. Such leave shall be granted on a first-come, first-served basis. Requests beyond the 10% limit shall be within the sole and final discretion of the Superintendent. This 10% limit shall not apply to days taken for illness.
8. If an employee has used all PTO in a given year, the employee may access their accrued sick days for illness only. Any request to use four (4) or more sick days consecutively must be submitted to the Superintendent in advance. The Superintendent or his/her designee retains sole discretion to permit an employee to schedule four (4) sick days consecutively.
9. Required participation at religious services which cannot be scheduled during non-working hours will be honored for personal leave. One (1) day shall not be charged against the fourteen (14) PTO days. Any additional religious leave may be granted but shall be chargeable to PTO leave.
10. An employee who resigns may convert their accumulated PTO days to sick days for purposes of transfer to another employer.

Recommendation:

This Fact-Finder recognizes that the parties have worked diligently toward implementing a Paid Time Off (PTO) system, which would mutually benefit both sides. The Fact-Finder recommends for the adoption of the following language:

B. Paid Time Off (PTO)

- 1. An employee's existing sick days shall remain sick days for use according to the established guidelines.**
- 2. At the outset of the school year, each employee shall be credited with a 14-day PTO (Paid Time Off) leave allowance. The unused portion of such allowance shall not accumulate as PTO from year to year. The unused portion will be converted to sick leave to each employee's personal sick bank. This includes the employee's year of retirement so that those PTO days shall be counted for purposes of severance.**
- 3. The 14 days per year designated as PTO may be used for matters of personal business. These days may be used for confidential personal business without stating a reason. The days immediately prior to or following holidays and recesses shall require reason. The Superintendent will have the final discretion over the use of PTO days scheduled following a holiday recess.**
- 4. Any request to use four (4) PTO days consecutively must be submitted to the Superintendent in advance. The Superintendent retains sole discretion to permit an employee to schedule four or more PTO days consecutively.**
- 5. In cases of emergency, PTO shall be granted automatically.**
- 6. A PTO leave that is for a personal illness that extends more than four (4) days requires that a physician statement be submitted.**
- 7. On or after May 1, no more than 10% of staff at each of the Elementary, Middle and High School levels may use PTO leave at any one time. The 10% limit shall apply separately to the Primary, Intermediate, Middle, and High School levels. Such leave shall be granted on a first-come, first-served basis. Requests beyond the 10% limit shall be within the sole and final discretion of the Superintendent. This 10% limit shall not apply to days taken for illness.**
- 8. If an employee has used all PTO in a given year, the employee may access their accrued sick days for illness only. Any request to use four (4) or more sick days consecutively must be submitted to the Superintendent in advance. The Superintendent or his/her designee retains sole discretion to permit an employee to schedule four (4) sick days consecutively.**
- 9. Required participation at religious services which cannot be scheduled during non-working hours will be honored for personal leave. One (1) day shall not be charged against the fourteen (14) PTO days. Any additional religious leave may be granted but shall be chargeable to PTO leave.**
- 10. An employee who resigns may convert their accumulated PTO days to sick days for purposes of transfer to another employer.**

**Article XII
Insurance Protection**

District Position:

The District has proposed removing the term HMO and replacing it with EPO.

7. The following language should be included in the CBA:

All employees eligible for Health Care Insurance shall be provided the Allegheny County Schools Health Insurance Consortium (ACSHIC) Standard EPO (currently Performance Blue EPO). Any changes made in the standard plan by the ACSHIC Trustee shall become part of the coverage under this section. Employees who elect to enroll in the ACSHIC PPO pay the full difference in cost between ACSHIC PPO coverage and the cost of coverage under the ACSHIC EPO. Future increases in ACSHIC PPO premiums will be borne by the employee, calculated by subtracting the cost of ACSHIC EPO coverage from the cost to provide the same type of coverage, either "individual" coverage or "all other" coverages under the ACSHIC PPO for each month PPO coverage is in effect.

The District proposes for the following monthly premium contributions for all employees enrolled in the healthcare insurance under the collective bargaining agreement to be as follows:

2022/23	Remain status quo
2023/24	9% of premium
2024/25	10% of premium

The District notes its cost for this three-year proposal increased \$210,281 compared to the December 1 2022 proposal.

The District submits the healthcare insurance buyout shall be increased to a monthly incentive of \$450.

H. Retired Employees

The District contends that for employees who purchase the same fringe benefits as active employees as permitted by the insurer the retiree must pay 100% of the cost of the healthcare plan plus administrative costs as permitted by law.

Federation Position:

It is a position of the Federation it has put forward a proposal for health insurance that increases the amount of contribution that the employees will contribute. The Federation has committed to a catastrophic contribution concept that the district has previously pursued.

The Federation proposes the following new language:

Beginning July 1, 2023, the employees receiving healthcare shall pay the following rates, based upon their salary step placement. Married couples on one plan may choose which employee shall pay the following monthly premium contribution.

	Individual Coverage	
Steps	2023-2024	2024-2025
1-15	\$70	\$80
16-18	\$130	\$145
	All Others	
Steps	2023-2024	2024-2025
1-15	\$85	\$100
16-18	\$185	\$200

Any year in which the healthcare premium increases more than 16%, the amount of premium over and above 16%, shall be borne equally by the employer and the employee, based upon coverage selected.

The Federation also believes that any buyout needs to be meaningful in order to attract a large number of employees. Since medical benefits are so costly, large savings can be found in this area. The Federation proposes to increase the monthly incentive for healthcare insurance buyout to any bargaining unit member who chooses to drop their healthcare coverage to a \$600 monthly incentive.

The Federation also proposes the following language for the Retired employees. The Federation states this language does not cost the District anything and does not cause any commitment of time or energy by the District. It may help a retiree or their dependent to bridge the gap to Medicare.

H. Retired Employees

All retired employees may purchase the same fringe benefits as active employees, as permitted by the insurer, even if not qualified under Section 513 of the Pennsylvania School Code of 1949, by remitting the proper group payment to the appropriate party by the 20th day of the month for the next month's coverage up until the retiree turns age 65. If retiree turns 65 and a dependent is still age eligible, they may continue to purchase healthcare until the dependent is no longer age eligible.

Recommendation:

The Fact-Finder has reviewed the language related to Insurance Protection. The HMO language is to be replaced with EPO language.

The following language as proposed by the District is to be adopted:

7. The following language should be included in the CBA:

All employees eligible for Health Care Insurance shall be provided the Allegheny County Schools Health Insurance Consortium (ACSHIC) Standard EPO (currently

Performance Blue EPO). Any changes made in the standard plan by the ACSHIC Trustee shall become part of the coverage under this section. Employees who elect to enroll in the ACSHIC PPO pay the full difference in cost between ACSHIC PPO coverage and the cost of coverage under the ACSHIC EPO. Future increases in ACSHIC PPO premiums will be borne by the employee, calculated by subtracting the cost of ACSHIC EPO coverage from the cost to provide the same type of coverage, either "individual" coverage or "all other" coverages under the ACSHIC PPO for each month PPO coverage is in effect.

This Fact-Finder recommends the following monthly premium contributions, effective July 1, 2023:

The ACSHIC rate for the Highmark EPO Family coverage will be considered the base rate.

2022/23	status quo
2023/24	9% of premium
2024/25	9% of premium *(see note below in the event the health care premium increases more than 12%)

*Effective for the 2024/2025 school year, any year in which the health care premium increases more than 12%, the amount of premium over and above the 12%, shall be borne equally by the employer and the employee, based upon coverage selected.

It is recommended by the Fact-Finder to increase the healthcare insurance buyout to a monthly incentive of \$450, effective 7/1/23.

H. Retired Employees

The Fact-Finder proposes that the parties agree to permit employees who purchase the same fringe benefits as active employees as permitted by the insurer the retiree must pay 100% of the cost of the healthcare plan plus administrative costs as permitted by law.

Article XV Coverage During Teaching Absence

District Position:

9B Use of Regular Teachers:

The District proposes for an employee who is reassigned during his/her preparation shall be compensated either by receiving \$35 for each preparation during which he/she is reassigned or being credited with one (1) period of time ("credited time") for each preparation period during

which he/she is reassigned with such credited time to be applied toward the receipt of one (1) PTO day. An employee who obtains six (6) periods of credited time during one (1) school year shall be entitled to one (1) additional PTO day of his/her choosing to be used in accordance with this Agreement. Credited time must be approved by the building Principal. An employee can choose compensation or one (1) PTO day for every six coverages are in. A maximum of three PTO days may be earned. All additional periods over six (6) periods of credited time will be at the \$35 compensation for each preparation period during which the employee is reassigned. An employee who obtains credited time totaling less than six (6) periods in the school year will be paid \$35 per period for his or her credited time. The above positions are subject to the exception that no compensation shall be provided when an employee is reassigned during his/her preparation in the following circumstances:

1. ~~A two (2) hour delay (scheduled or unscheduled).~~
2. A planned field trip;
3. A scheduled school assembly;
4. An employee's involvement in curriculum writing;
5. An external emergency impacting the District;
6. When an employee is provided a release time to participate in any of the activities noted in Article V, I, one, E; or
7. Any emergency drill.

Federation Position:

The Federation submits that the parties have worked together toward adopting language that would be acceptable to both parties in this Article.

Recommendation:

It is this Fact-Finder's recommendation since the parties have spent significant time bargaining this language, that the following is to be included in the CBA:

9B Use of Regular Teachers:

An employee who is reassigned during his/her preparation shall be compensated either by receiving \$35 for each preparation during which he/she is reassigned or being credited with one (1) period of time ("credited time") for each preparation period during which he/she is reassigned with such credited time to be applied toward the receipt of one (1) PTO day. An employee who obtains six (6) periods of credited time during one (1) school year shall be entitled to one (1) additional PTO day of his/her choosing to be used in accordance with this Agreement. Credited time must be approved by the building Principal. An employee can choose compensation or one (1) PTO day for every six coverages are in. A maximum of three PTO days may be earned. All additional periods over six (6) periods of credited time will be at the \$35 compensation for each preparation period during which the employee is reassigned. An employee who obtains credited time totaling less than six (6) periods in the school year will be paid \$35 per period for his or her credited time. The above positions are subject to the exception that no compensation shall be provided when an employee is reassigned during his/her preparation in the following circumstances:

- 1. A planned field trip;**

2. A scheduled school assembly;
3. An employee's involvement in curriculum writing;
4. An external emergency impacting the District;
5. When an employee is provided a release time to participate in any of the activities noted in Article V, I, one, E; or
6. Any emergency drill.

TENTATIVE AGREEMENTS

At the Fact-Finding hearing the parties revealed they had reached tentative agreements concerning several issues discussed during negotiations. It is recommended for the tentative agreements to be incorporated into this report as set forth herein and made part of the CBA.

CONCLUSION

In conclusion, the parties are directed to review the Fact-Finding report and within ten (10) calendar days from the date of the issuance of this report to inform the Pennsylvania Labor Relations Board and each other if they accept or reject this report.

The confidentiality of the report should be maintained during the ten-consideration period and until officially released for publication by the Board in the event of rejection.

The Fact-Finder submits the Findings and Recommendations as set forth herein.

Michelle Miller-Kotula

Michelle Miller-Kotula
Fact-Finder
Washington, Pennsylvania

Issued: May 22, 2023

MICHELLE MILLER-KOTULA

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May 22, 2023

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Re: Chartiers Valley School District and
Chartiers Valley Federation of Teachers

Dear Mr. Weiss and Mr. Jordan:

Enclosed 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,



Michelle Miller-Kotula
Fact-Finder

xc: PA Bureau of Mediation