

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF FACT FINDING

CANON-McMILLAN SCHOOL BOARD

and

CANON-McMILLAN EDUCATION ASSOCIATION

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Case ACT 88-09-35-W

David P. Andrews, Esq. for the Board
Colleen Imbriale for the Association
Before Matthew M. Franckiewicz, Fact finder

FACT FINDER'S REPORT AND RECOMMENDATIONS

Background

This proceeding involves a successor agreement to the 2004 - 2009 agreement between the parties. The undersigned fact finder was appointed by the Pennsylvania Labor Relations Board on September 15, 2009.

In the interest of time, given the requirement that my report issue within 40 days of my appointment, I met informally with the advocates for the parties on September 24, October 7, and October 8, 2009. At these sessions the parties' advocates presented their positions, together with supporting data and arguments with respect to a number of the unresolved issues. A formal hearing was conducted on October 21 at the School District offices in Canonsburg, at which the parties presented additional argument and evidence. In order to meet the statutory deadline, and in order to hold down costs, I informed the parties that my recommendations would be in "bottom line" format, without supporting rationale.

Recommendations

The parties have reached tentative agreement on many of the terms for a new collective bargaining agreement. The parties are aware of the areas of tentative agreement, and there is no need for me to repeat them here. Of course, I recommend that all tentative agreements heretofore reached be incorporated in the final agreement. To the extent that proposals to modify the collective bargaining agreement are not the subject of a tentative agreement, nor included below, I recommend that the terms of the 2004 - 2009 agreement be retained unchanged in the new agreement. Both parties envision a three year term for the new agreement, and the recommendations set forth below are to be in the context of a three year agreement.

My specific recommendations are as follows:

- Article IV Section B.4

Both parties have proposed changes in this Section. I recommend no change and that the current language be retained.

- Article IV Section B.12

The Association proposes modifications to this Section. I recommend no change and that the current language be retained.

- Article VIII Section A

The Board proposes modifications to this Section. I recommend no change and that the current language be retained.

- Article VIII Section B

The Board proposes modifications to this Section. I recommend no change and that the current language be retained.

- Article X Section A.1

The Board proposes modifications to this Section. I recommend no substantial change, and that Article X Section A.1 be modified only to the extent of codifying changes that took place during the term of the predecessor agreement. Specifically, I recommend that Article X Section A.1 be modified to read as follows:

The standard teaching load for teachers shall be five (5) regular classes, one (1) unassigned period and two (2) periods of student supervision, when the school is operated on a seven (7) period day or eight (8) period day, exclusive of Activity period.

Teachers may volunteer to teach a seventh period of instruction during the student day. The pay for teaching a seventh period shall be \$1,850 per semester.

Teachers selected will be only those who volunteer. When more than one teacher volunteers, seniority by certification during the identified period will be used to determine the teacher.

- Article X Section A.7

I recommend changes somewhat different from those proposed by the parties in this Section. Specifically, I recommend that Article X Section A.7 be modified to read as follows:

Student Supervision shall be defined as maintaining discipline and order during study hall, in-school detention, cafeteria, hall duty, and bus duty. Assignments to the above shall not require any instructional preparation.

Secondary teachers are encouraged to begin classroom preparation prior to the start of the teacher work year. The Canon-McMillan School District will pay as listed below up to a maximum of two (2) days of NCLB (No Child Left Behind) student remediation preparation, student activity center preparation, and/or pre-service classroom preparation as approved by the building principal. All work must be done at the school and with the principal onsite.

2009-2010 \$245 per day
2010-2011 \$245 per day
2011-2012 \$245 per day

Teachers requested to participate in student orientation prior to the start of the teacher work year will be compensated at the prevailing hourly rate.

- Article X Section A.8 (a) (4) [New]

I recommend that the following new Article X Section A.8(a)(4) be added to the agreement:

In the event that a special program is scheduled and approved by the building principal, the teachers involved with the program will be excused from teaching on the day of preparation for the program. Teachers shall give the building principal twenty-four (24) hour notice prior to the day needed for said prep. The teacher will report and leave at the regular time and a substitute will be hired to perform his/her duties. If a substitute is unavailable to perform these duties, the principal would arrange for coverage.

- Article X Section A.8 (b) (2)

The Board proposes modifications to this Section. I recommend no change and that the current language be retained.

- Article X Section A.9 [New]

The Board has proposed a new Section A.9 under Article X. I recommend the following new Article X Section A.9 be incorporated in the new agreement. (Under the predecessor agreement, there was a Section A.10, but no Section A.9, so that the current Section A.10, for which I propose modifications discussed below, need not be renumbered.)

Secondary teachers must maintain a Gradebook Program by updating the Gradebook on at least a weekly basis. Minimally, updating the Gradebook includes graded assignments, attendance and progress reports. Any teacher required to maintain a Gradebook Program will have daily access to a computer. Graded assignments must be entered into the Gradebook prior to the due date in order to alert parents of upcoming assignments. Assignments are defined as anything that contributes to the overall grade of the student, but will not include pop quizzes and class participation and homework assignments.

- Article X Section A.10

The current Article X Section A.10 includes language that appears to be obsolete. I therefore recommend that Article X Section A.10 be modified to read as follows:

Deans shall teach four (4) periods out of a seven (7) period day or five (5) periods out of an eight (8) period day. A dean may be full time at the discretion of the Canon-McMillan School District. When an existing dean leaves his/her position, the Canon-McMillan School District has the sole discretion to abolish that position.

- Article X Section A.11 [New]

I recommend that the following new Article X Section A.11 be added to the agreement:

Special Education teachers shall be provided with the same standard teaching load and unassigned periods as provided in Section A of this Article.

- Article X Section B.1

Both parties proposed modifications to this Section. I recommend no change and that the current language be retained.

- Article X Section B.3

The Association has proposed minor changes in this Section, which I recommend in part. Specifically, I recommend that Article X Section B.3 be modified to read as follows:

Classroom teachers shall not be required to attend art, music, library, physical education classes, technology education, or any additional programs facilitated by a District certified teacher.

- Article X Section B.4

I recommend additional clarifying language in Article X Section B.4. Specifically, I recommend that Article X Section B.4 be expanded to read as follows:

No teacher shall be required to have student contact during unassigned time. On days when a teacher is scheduled for less than 40 minutes of unassigned time (or 30 minutes in the case of a Kindergarten teacher), he/she shall not be required to attend the 30-minute common unassigned period referred to in Article X, Section B.1 above.

- Article X Section B.5

This Section in the predecessor agreement is obsolete because it refers to years that have already passed. I recommend "housekeeping" changes to make the Section current. Specifically, I recommend that Article X Section B.5 be modified to read as follows:

Elementary teachers (K-6) are encouraged to begin classroom preparation prior to the start of the teacher work year. The Canon-McMillan School District will pay as listed below up to a maximum of two (2) days of NCLB (No Child Left Behind) student remediation preparation, student activity center preparation, and/or pre-service classroom preparation as approved by the building principal. All work must be done at the school and with the principal onsite.

2009-2010 \$245 per day
2010-2011 \$245 per day
2011-2012 \$245 per day

Teachers requested to participate in student orientation prior to the start of the teacher work year will be compensated at the prevailing hourly rate.

- Article X Section B.6 [New]

I recommend that the following new Article X Section B.6 be included in the agreement:

After-School Tutoring shall be posted to members of the bargaining unit before being offered to others. First consideration shall be given to members of the bargaining unit within the building based on seniority. If more staff is needed, consideration shall then be offered to all bargaining unit members within the District. A maximum of ten (10) students shall be considered a full After-School tutoring class size. Compensation for After-School Tutoring will be paid at one and one-half of the instructional rate.

- Article X Section B.7 [New]

Paralleling my recommendation with respect to a new Article X Section A.11, I recommend that the following new Article X Section B.7 be added to the agreement:

Special Education teachers shall be provided with the same standard teaching load and unassigned periods as provided in Section B of this Article.

- Article X Section B.8 [New]

The Association proposes a new Section regarding compensation for teaching exploratory programs. While the Association's numbering for this proposed new Section may differ from that set forth above, this would seem the logical location in the collective bargaining agreement for the new Section if I had decided to recommend it. However, I do not recommend the proposal, and therefore recommend that the proposed new Section not be incorporated in the agreement.

- Article X Section C.1

The Board proposes modifications to this Section. I recommend no change and that the current language be retained.

- Article X Section E

The Association proposes modifications to this Section. I recommend no change and that the current language be retained.

- Article X Section F – Involuntary Transfers

The Association has proposed changes in this Section. I recommend the following changes, including the title set forth above, to replace the current Article X Section F. Administrative Transfers, in its entirety:

It is agreed that it is within the managerial prerogative of the Administration and the Board to transfer employees; however, no employee shall be arbitrarily or capriciously involuntarily transferred. The decision shall be subject to the grievance procedure.

- Article X Section G

The Association proposes modifications to this Section. I do not recommend this proposal, since the subject matter has been addressed by a tentative agreement for modification of Article VIII Section C.

- Article X Section H

The Association proposes modifications with respect to substitute teachers. I recommend no change and that the current language be retained.

- Article X Section I. Travel Reimbursement [New]

The Association proposes the inclusion of a new Article X Section I dealing with travel reimbursement. I recommend that the following new Article X Section I (Travel Reimbursement) be added to the agreement:

The District shall reimburse any bargaining unit member who is required to travel during the work day at the prevailing IRS rate.

- Article X, New Section

The Association proposes a new Section under Article X dealing with Class Size. I do not recommend the proposed change.

- Article XIII

The Association proposes substantial salary increases. The Board proposes modest salary increases. My recommendations are below those proposed by the Association, but above those proposed by the Board. My specific recommendations are set forth below.

My recommendations for professional salaries are set forth in the attached schedules. The new salaries are to be retroactive to the beginning of the school year. The following additional compensation note is to be added to each page of the salary matrix:

Teachers of handicapped children in Special Education classes shall receive \$250 above appropriate scale step.

Teachers with National Board Certification shall receive \$500 above appropriate scale step.

I recommend that the additional salary for Deans (Article XIII Section 4) be as follows:

2009-2010	\$2080 per year
2010-2011	\$2160 per year
2011-2012	\$2240 per year

I recommend that the additional salary for Department Heads (Article XIII Section 5) be as follows:

2009-2010	\$1460 per year
2010-2011	\$1520 per year
2011-2012	\$1580 per year

I recommend that the additional salary for Mentors (Article XIII Section 10) be as follows:

2009-2010	\$605 per year
2010-2011	\$630 per year
2011-2012	\$655 per year

I recommend that the rate for homebound instruction (Article XIII Extracurricular Activities, Item 7) be as follows:

2009-2010	\$29 per hour
2010-2011	\$30 per hour
2011-2012	\$31 per hour

I recommend that the instructional rate for certain activities (Article XIII Extracurricular Activities, Item 8) be as follows:

2009-2010	\$26 per hour
2010-2011	\$27 per hour
2011-2012	\$28 per hour

I recommend that the compensation for First Assistant and Co-First Assistant (Article XIII Extracurricular Activities, Item 9) be increased by 4.0 percent annually.

I recommend that the rate for preparation period class coverage (Article XIII Extracurricular Activities, Item 15) be as follows:

2009-2010	\$31 per hour
2010-2011	\$32 per hour
2011-2012	\$33 per hour

I recommend that the compensation rates for athletics, clubs, activities, and miscellaneous (set forth in the grid at pages 34-40 of the predecessor agreement) be increased by 4.0 percent annually.

- Article XIII Section E.9

The Board has proposed elimination of this Section, in consideration of other changes proposed with respect to Article X. As proposed by the Board, I recommend the elimination of this Section providing for a Technology Stipend and renumbering Section 10 as Section 9.

- Article XIV Section A

I recommend that Article XIV Section A be clarified to read as follows:

All leaves under this contract shall run concurrently with those leaves granted or pursuant to the Family and Medical Leave Act. However, maternity leaves and child-rearing leaves under this contract shall be in addition to the leaves granted or pursuant to the FMLA.

- Article XV

The Board proposes modifications in health care benefits. I recommend some changes, although not to the extent proposed by the Board. Specifically, I recommend that Article XV Section A.5 be modified to read as follows, which includes elimination of the former Section A.5(b):

Beginning with the ratification of this agreement, each employee may participate in the Highmark PPO Blue Plan Q.

I further recommend that Article XV Section A.6 be modified to read as follows, in its entirety:

Beginning with the ratification of this agreement, Co-payments shall be as follows:

Premium Co-Pay: \$15 per month (individual coverage); \$30 per month (other than individual coverage)

Office Visit Co-Pay: \$10 (Primary Care and Specialist)

Prescription Co-Pay: \$5 (Generic); \$15 (Brand)

- Article XVII Section D [New]

The Association proposes the addition of a new Article XVII Section D dealing with retirement incentives. I recommend a more limited version of the proposal on an experimental basis, which should afford the parties the opportunity to assess whether there are mutual benefits available under a retirement incentive. Specifically, I recommend that the following new Article XVII Section D be added to the agreement:

The District shall provide to the retiring employee individual health care insurance. The District shall pay for the premium at the rate in effect for the current year in which the employee retires. Any additional premium increases following the year the employee retires shall be paid by the retiree with the district continuing to pay the share of the rate paid at retirement. Health care coverage shall continue to be provided by the District as described above until the retiree becomes eligible for Medicare or another employer provided health care program at no additional cost to the retiree.

This provision shall only be in effect for the 2010-2011 school year. In order to be eligible for this incentive, the employee must provide notice of retirement to the Superintendent by March 15, 2011.

- Article XVIII

The current language of Article XVIII can be clarified to reflect changes introduced during the course of the predecessor agreement. I do not recommend certain other changes proposed by the Association. Specifically, I recommend that Article XVIII be modified to read as follows:

The District shall adopt a school calendar for professional employees which shall not exceed one hundred ninety (190) days and the calendar shall include one hundred eighty-one (181) actual instructional days, one (1) clerical day at the end of the first semester and seven (7) days of in-service and one (1) clerical day immediately preceding the final instructional day for students when report cards are not mailed home to parents or immediately following the final instructional day for students when report cards are mailed home to parents. If the current staff development program is changed, the Administration and the Association shall meet to determine the use of the seven (7) in-service days.

Teachers new to the District will work an additional three days during their first year of service to the District.

Issued October 26, 2009

Matthew M. Franchini

**Canon McMillan School District
2009-2010**

Steps	Bachelor	Masters	M+15	M+30
1	37,393	37,793	38,193	38,793
2	37,700	38,100	38,600	39,200
3	38,900	39,300	39,800	40,400
4	41,000	41,400	41,900	42,500
5	43,100	43,500	44,000	44,600
6	44,200	44,600	45,100	45,700
7	45,600	46,000	46,500	47,100
8	46,100	46,500	47,000	47,600
9	48,300	48,700	49,200	49,800
10	51,100	51,500	52,000	52,600
11	52,745	53,145	53,645	54,245
12	54,110	54,510	55,010	55,610
13	55,274	55,674	56,174	56,774
14	56,614	57,014	57,514	58,114
15	57,982	58,382	58,882	59,482
16	60,682	61,082	61,582	62,182
17	62,182	62,582	63,082	63,682
18	76,182	76,582	77,082	77,682

**Canon McMillan School District
2010-2011**

Steps	Bachelor	Masters	M+15	M+30
1	39,186	39,686	40,286	40,986
2	39,493	39,993	40,593	41,293
3	39,800	40,300	40,900	41,600
4	41,900	42,400	43,000	43,700
5	44,000	44,500	45,100	45,800
6	45,100	45,600	46,200	46,900
7	46,500	47,000	47,600	48,300
8	47,000	47,500	48,100	48,800
9	49,200	49,700	50,300	51,000
10	52,000	52,500	53,100	53,800
11	53,645	54,145	54,745	55,445
12	55,010	55,510	56,110	56,810
13	56,174	56,674	57,274	57,974
14	57,514	58,014	58,614	59,314
15	58,882	59,382	59,982	60,682
16	61,582	62,082	62,682	63,382
17	64,582	65,082	65,682	66,382
18	77,082	77,582	78,182	78,882

**Canon McMillan School District
2011-2012**

Steps	Bachelor	Masters	M+15	M+30
1	41,729	42,479	43,179	43,979
2	42,036	42,786	43,486	44,286
3	42,343	43,093	43,793	44,593
4	42,650	43,400	44,100	44,900
5	44,750	45,500	46,200	47,000
6	45,850	46,600	47,300	48,100
7	47,250	48,000	48,700	49,500
8	47,750	48,500	49,200	50,000
9	49,950	50,700	51,400	52,200
10	52,750	53,500	54,200	55,000
11	54,395	55,145	55,845	56,645
12	55,760	56,510	57,210	58,010
13	56,924	57,674	58,374	59,174
14	58,264	59,014	59,714	60,514
15	59,632	60,382	61,082	61,882
16	62,332	63,082	63,782	64,582
17	65,332	66,082	66,782	67,582
18	78,082	78,582	79,282	80,082