

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD**

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| In the Matter of the Impasse    | : |  |
|                                 | : |  |
| Between:                        | : | Fact Finder's Report and Recommendations |
|                                 | : |  |
| Norristown Educational Support  | : |  |
| Personnel Association PSEA/NEA  | : | PLRB Case No. ACT 88-09-22-E             |
|                                 | : |  |
| and                             | : |  |
|                                 | : |  |
| Norristown Area School District | : |  |

Before: Lawrence S. Coburn  
Fact Finder

**Appearances:**

For the Association:

Bernadette McHugh, UniServ Representative, PSEA

For the District:

Fox Rothschild LLP  
By: Mark W. Fitzgerald, Esquire

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**I. Background**

This case involves a dispute between Norristown Educational Support Personnel Association PSEA/NEA (the "Association") and Norristown Area School District (the "District") concerning numerous provisions of the Collective Bargaining Agreement that they have been negotiating. Their current Collective Bargaining Agreement is due to expire on June 30, 2009 (the "Current Collective Bargaining Agreement."). The Association is the certified bargaining agent for the District's full-time and regular part-time support personnel.

The parties' bargaining for a new collective bargaining agreement has been difficult, as the District is facing serious economic issues and the Association is seeking to improve its members' pay and benefit status. The District, whose facilities include older buildings in need of significant renovations and maintenance, has raised taxes frequently, sees its revenues from taxes and investments declining, and has experienced substantial cash flow problems. Particularly in the current economic environment, where taxpayers are hurting financially, the District feels committed to limiting its expenditures on compensation and benefits for members of the bargaining unit, while continuing to provide a competitive compensation and benefit package for bargaining unit members, whom the District values immensely.

For its part, the Association is concerned about the District overreacting to the current financial crisis, pointing out that state and federal funding, including money from the stimulus packages, is likely to provide

substantial financial help to the District. Furthermore, the Association cites the fact that the District's financial health last year was greatly improved over previous years. In addition, the Association emphasizes that the average annual difference in its proposed economic package and the District's is not significant – only about 1 per cent of the District's revenue in 2008-2009.

With the assistance of a mediator from the Pennsylvania Bureau of Mediation, the parties engaged in bargaining for several months and narrowed to some extent the issues dividing them. By order dated April 10, 2009, the Pennsylvania Labor Relations Board ("PLRB") appointed me as fact finder pursuant to Act 88 of 1992 and the Public Employee Relations Act. My role as fact finder has been to ascertain the positions of the parties with respect to their negotiations and to make findings and recommendations as to how they might resolve their differences in the collective bargaining agreement covering the 2009-2010, 2010-2011 and 2011-2012 school years (the "New Collective Bargaining Agreement.")

Prior to the fact-finding hearing, the parties submitted their respective written lists of issues to me. In accordance with written notice to the parties, I conducted a fact-finding hearing on May 8, 2009 at the offices of labor counsel for the District, where both parties had the opportunity to present evidence, and to submit arguments in support of their respective positions.

## **II. The Issues**

The issues, as framed in the parties' submissions, are as follows:

### **A. Salaries and Wages**

1. Amount of salary and wage increases, including proposed realignment of Head Custodian positions.
2. Proposed third wage tier for hourly employees.
3. Compensation for Para-Educators who fill in for class teachers.
4. Proposal to limit part-time positions to 10% of full-time workforce.

### **B. Overtime/Compensatory Time**

1. Proposal to stop paying overtime for hours worked in excess of eight per day and for hours worked on Saturday, Sunday, employee's regularly scheduled day off, or a holiday.
2. Proposal to eliminate provision that a holiday, if paid, will be considered as the employee's regularly scheduled hours.

### **C. Health Insurance**

1. Proposal to change base health insurance plan to Keystone Direct POS C1-F1-O1, and to change to a \$5/\$25/\$50 prescription drug plan, with a reference to the Keystone Direct POS C1-F1-O1 plan in the provision relating to remaining in the existing plan.
2. Proposal to increase from \$2,600.00 to \$5,000.00 the payment for waiving health coverage.
3. Proposed requirement that bargaining unit members hired after July 1, 2009 work 6.5 hours per day to be eligible for healthcare benefits.

### **D. Other Benefits**

1. Life Insurance - Proposal to increase life insurance to 1½ times employee's regular annual compensation, with part-timers entitled to \$25,000.00 in life insurance.
2. Workers' Compensation - Proposal to reduce the period during which an employee receiving workers' compensation will be paid the difference between his/her salary and the amount received in workers' compensation.

3. Retirement Severance Pay - Proposal to increase the cap on the amount of retirement severance pay to 60% of contracted salary for last full year of service.
4. Sick Days
  - a. Annual Sick Day Payout - Proposal to provide a one time per year voluntary payout of unused sick days @ \$30.00/per sick day from previous year.
  - b. Proposal to eliminate provision under which an employee who has used all accumulated sick days will receive difference between per diem salary and the per diem cost of substitute for 40 additional days.
5. Holidays
  - a. Proposal to increase the number of paid holidays for Food Service staff, Para-Educators, Student Supervisors, Nurses, and Bus Helpers.
  - b. Proposal to eliminate two-tier holiday entitlement for Part-time Custodial, Maintenance and Transportation staff.
6. Grievance Procedure
  - a. Proposal to modify the grievance procedure to require more specificity in the grievance.
  - b. Proposal to add sentence stating that grievance will be automatically denied if a grievance is submitted to a supervisor other than the employee's immediate supervisor.

### III. Introduction

Despite their best efforts, the parties have been unable to agree upon how to resolve the many issues listed above. As I examine each issue and try to understand the reasons each side has articulated for its position, I have come to the conclusion that it is inappropriate for me to recommend all the "fixes" to the Current Collective Bargaining Agreement that each side has proposed. Rather, I have tried to strike a balance, recognizing the serious financial issues facing the District and yet preserving most of the contractual protections negotiated in the past by the Association.

#### A. Salaries and Wages

1. Amount of salary and wage increases.
  - a. The Parties' Positions

The District has made the following salary/wage proposal:

Secretaries: Year 1: Eligible staff move one step; staff at the maximum salary level receive a 1.5% longevity bonus.  
 Year 2: 1.5% added to schedule on Steps 1-14; 2% added to Step 15; Staff do not move one step.  
 Year 3: Eligible staff move one step; staff at the maximum salary level receive a 2% longevity bonus.

Para-Educators: 1.75% added to schedule each year; eligible staff move one step each year.

Bus Helper, Nurse, Bus Driver/Utility, Custodian, Maintenance - Skilled, Utility Skilled/Cust. Rep Sk, Student Supervisor II, Student Locator, Gym Assistant, Equip/Laundry: 2%, 2%, 2%

Cook: 1.5%, 1.5%, 1.5%

Bus Driver/Utility (hired after 7/1/97): 2.17%, 2.16%, 2.16%

Custodian (hired after 7/1/97): 2.20%, 2.20%, 2.19%

Custodian Repairman: 2.18%, 2.18%, 2.18%

Security Monitor: 1%, 1%, 1%

## Head Custodians:

The District has proposed to realign the Head Custodians, based on square footage and student population instead of on the basis of whether the school is a middle or elementary school. Under the Current Collective Bargaining Agreement, the highest paid Head Custodian is at the school with the smallest student population, and with the fewest square feet. Under its proposed realignment, the District has proposed a range of 0% to 7.11% increases the first year, 0% to 6.64% the second year, and 0% to 2% the third year.

According to the District, its overall salary/wage proposal is reasonable under the circumstances, with most bargaining unit members receiving substantial increases each year. Because of severe financial pressures, the District takes the position that larger salary/wage increases would unduly burden it.

The Association, on the other hand, has proposed the following increases for bargaining unit members:

Para-Educators: 6%, 6%, 6%, plus step increases

Secretaries: 5%, 5%, 5%, plus step increases

All other classifications: 5%, 5%, 5%

The Association emphasizes that it is necessary to increase the amounts paid at each step by at least the cost of living. Otherwise, the real value of pay at each step deteriorates and the pay scale is devalued. Thus, unless the amounts paid at each step are increased by at least the cost of living, employees moving up the scale will be compensated at a lower real rate than employees in the past.

Moreover, according to the Association, the steps in a salary scale are designed to compensate an employee for having an extra year of experience. If an employee is not permitted to move up the scale in a given year, as the District has proposed in some cases, the employee is delayed by a year in attaining the full rate of the position at the high end of the scale.

Because the District's finances would support the Association's proposed increases, which are only marginally more costly than the District's proposal when considered as a percentage of revenues, the Association contends that its proposal is most reasonable.

With respect to the Head Custodian position, the Association agrees that a realignment is appropriate. It proposes, however, that the Head Custodian Elementary and Head Custodian Middle be consolidated to the Head Custodian Middle rate of pay only for employees hired after 7/1/97.

## b. Findings

Having carefully considered the comprehensive data provided by the parties at the hearing, I find that bargaining unit members should receive modest pay increases, somewhat higher than proposed by the District and somewhat lower than proposed by the Association. Such increases are affordable to the District, and merited by bargaining unit members who are highly valued and appreciated by the District. The Association's proposal, although technically affordable, does not make sense in the current economic climate, where the District's revenues are trending down, taxpayers have been pushed to the limit, and a spike in pension contributions looms in a couple of years. Also, the aging infrastructure of the District will need regular maintenance if not renovation.

Moreover, the salary/wage rates of bargaining unit members compare favorably to those in similar jobs elsewhere in Montgomery and Bucks Counties (the "Two Counties") and in comparable school districts elsewhere. For example, District Secretaries currently are paid at the top quadrant among similarly situated secretaries in the Two Counties. Although the low end of the secretarial scale pays relatively low salaries, as a practical matter most of the Secretaries are toward the higher paid end of the scale, placing them in the top quadrant compared to secretaries elsewhere in the Two Counties. Likewise, the District's Bus Drivers are highly compensated compared to others in Montgomery County: they are the highest paid among Upper Merion,

Springfield, Wissahickon, North Penn, Upper Moreland and Lower Merion School Districts, among others.

With respect to the proposed realignment of the Head Custodian positions, I find that the District’s approach, which takes into account the square footage and student population of the schools, makes more sense than simply combining the Head Custodians for elementary and middle schools with respect to Head Custodians hired after 7/1/97, as proposed by the Association. I find that the difficulty of the job bears a close relationship to the amount of square footage and size of the student population. However, I find that the District’s proposed increases for the Head Custodian position should be raised somewhat.

c. Recommendation

I recommend that the New Collective Bargaining Agreement provide, in accordance with the wage schedules in the attached Appendix A, the following salary and wage increases and realignment of the Head Custodian position:

- (1) Secretaries: 1% added to schedule each year; eligible staff move one step.
- (2) Para-Educators: 2% added to schedule each year; eligible staff move one step each year.
- (3) Head Custodians:

| <u>Location</u> | <u>Current Rate</u> | <u>Prop. New Title</u> | <u>Year 1 Incr.</u> | <u>Year 2 Incr.</u> | <u>Year 3 Incr.</u> |
|-----------------|---------------------|------------------------|---------------------|---------------------|---------------------|
| Roosevelt       | \$25.15             | Head Cust. 1           | 0%                  | 2%                  | 3%                  |
| Cole Manor      | \$24.44             | Head Cust. 1           | 2.9%                | 2%                  | 3%                  |
| Hancock         | \$24.44             | Head Cust. 1           | 2.9%                | 2%                  | 3%                  |
| Gotwals         | \$24.44             | Head Cust. 1           | 2.9%                | 2%                  | 3%                  |
| Whitehall       | \$24.44             | Head Cust. 2           | 3.5%                | 2%                  | 3%                  |
| Marshall        | \$22.44             | Head Cust. 2           | 12.75%              | 2%                  | 3%                  |
| Fly             | \$22.44             | Head Cust. 2           | 12.75%              | 2%                  | 3%                  |
| Stewart         | \$25.15             | Head Cust. 3           | 2%                  | 2%                  | 3%                  |
| ENMS            | \$23.52             | Head Cust. 4           | 6.22%               | 5.85%               | 3%                  |
| Eisenhower      | \$23.15             | Head Cust. 4           | 7.11%               | 6.64%               | 3%                  |

- (4) All other classifications: 3% each year

2. Proposed third wage tier for hourly employees.

a. The Parties’ Positions

The District has proposed that, for cost control reasons, a third wage tier, paid at \$5.00 per hour less than hourly employees in the second tier, be instituted for all hourly employees hired after July 1, 2009. The Association opposes the proposal because it is unnecessary, would create morale problems and would erode the living wage rate. Furthermore, the Association cites the fact that no other district in the County has a multi-tier wage system.

b. Findings

I find that, despite the cost pressures confronting the District, creating a third wage tier would do more

harm than good. The District has an excellent complement of employees in the bargaining unit. A third wage tier at \$5.00 per hour lower than the second tier would tend to undermine morale, attract a lower caliber of applicant and ultimately move the District's employees to the bottom pay quadrant of similarly situated employees in the Two Counties. Moreover, I find that the District's finances are not in such dire straits as to justify such a drastic measure, particularly in light of my recommendation for current and future savings to the District in connection with health insurance coverage.

c. Recommendation

I recommend that the District's proposal not be incorporated into the New Collective Bargaining Agreement.

3. Compensation for Para-Educators who fill in for class teachers.

a. The Parties' Positions

The Association has proposed that Teacher Certified Para-Educators who fill in for a teacher to teach a class should be paid an additional \$25.00 per class. Under the Current Collective Bargaining Agreement, a Teacher Certified Para Educator is paid an extra \$0.50 per hour for such work. According to the Association, teaching the entire class should be compensated in a fashion commensurate with the additional responsibility of a class teacher. The District, on the other hand, takes the position that the higher rate paid to Teacher Certified Para-Educators, combined with the extra \$0.50 per hour, is fair compensation for when she assumes the additional responsibility of teaching a class.

b. Findings

I agree with the Association that \$0.50 is insufficient compensation for a Teacher Certified Para-Educator when she teaches a class. I find, however, that \$5.00 per class would be fair compensation, and that \$25.00 per class would be excessive compared to their current pay.

c. Recommendation

I recommend that the New Collective Bargaining Agreement provide that a Teacher Certified Para Educator who provides class coverage as a teacher be paid \$5.00 per class period in lieu of the \$0.50 per hour payment pursuant to Article IV, Section D, Work in Higher Classification.

4. Proposal to limit part-time positions to 10% of full-time workforce.

a. The Parties' Positions

The Association has proposed that part-time positions constitute no more than 10% of the workforce. The rationale for the Association's proposal is that an increase in part-timers would adversely affect job stability because full-time employees tend to stay in their positions longer. The District opposes the proposal, pointing out that in many classifications, including the Cafeteria Workers, Bus Aides, Secretaries and Nurses, the proposed limit is currently exceeded. Moreover, the District points out that it has been able to reorganize the deficit-ridden cafeteria by hiring part-time employees and without laying off any existing employees. According to the District, an arbitrary limit on part-time employees would unduly restrict its flexibility as it seeks to maintain a financially viable operation.

b. Findings

I am not persuaded that the part-time problem feared by the Association is yet a problem. Accordingly, I find that no restriction on hiring part-time employees would be appropriate at this time.

c. Recommendation

I recommend that the Association's proposal not be incorporated into the New Collective Bargaining Agreement.

B. Overtime/Compensatory Time

1. Proposal to stop paying overtime for hours worked in excess of eight per day and for hours worked on Saturday, Sunday, employee's regularly scheduled day off, or a holiday.

- a. The Parties' Positions

The District proposes to pay overtime only for work in excess of 40 per week, and to discontinue paying overtime for work in excess of 8 per day or for hours worked on Saturday, Sunday, an employee's regularly scheduled day off, or a holiday. In support, the District cites its need for cost containment, especially since it has incurred more than \$200,000.00 in overtime costs for bargaining unit staff each year for the last several years. The Association, on the other hand, opposes the proposal because the District is in a position to control use of overtime. Moreover, the Association maintains that the proposed changes would work an undue hardship on many bargaining unit members.

- b. Findings

I find that, as a practical matter, because most employees regularly work at least 40 hours per week, the District's proposal would have a negligible financial impact. Thus, if an employee works more than eight hours in a day, she almost certainly would work more than forty during the week, requiring the payment of overtime even if the District's proposal were implemented. Likewise, with rare exceptions, if an employee is required to work on a Saturday or a Sunday, she would be working more than forty hours during the week, which would require the payment of overtime even if the District's proposal were implemented. Because I find that the District's proposal would have a negligible financial impact on the District, I find it unnecessary to implement it.

- c. Recommendation

I recommend that the District's proposals not be incorporated into the New Collective Bargaining Agreement.

2. Proposal to eliminate provision that a holiday, if paid, will be considered as the employee's regularly scheduled hours.

- a. The Parties' Positions

The District proposes to eliminate the provision that a holiday, if paid, will be considered as the employee's regularly scheduled hours for purposes of computing overtime. In support, the District contends that the elimination of the provision would help reduce its burdensome overtime costs. In response, the Association takes the position that it is normal to include paid holidays as hours worked for purposes of calculating overtime.

- b. Findings

I find the District's proposal to be unnecessary. Under its proposal, if there were a paid holiday on a Monday, as there often is, and a bargaining unit member worked ten hours per day Tuesday through Friday, the employee would still receive two hours' overtime per day unless the District's proposal with respect to elimination of overtime pay for hours in excess of eight per day were adopted. In any event, I find it unfair not to compensate bargaining unit members for working extra hours during the week or on a weekend just because a paid holiday happened to fall during that week.

c. Recommendation

I recommend that the District's proposal not be incorporated into the New Collective Bargaining Agreement.

C. Health Insurance

1. Proposal to change base health insurance plan to Keystone Direct POS C1-F1-O1, and to change to a \$5/\$25/\$50 prescription drug plan, with a reference to the Keystone Direct POS C1-F1-O1 plan in the provision relating to remaining in the existing plan.

a. The Parties' Positions

The District has proposed to change the base health insurance plan from a PPO plan, Personal Choice 10/20/70, to a POS plan, Keystone Direct POS C1-F1-O1, that allows participants to seek medical care outside the Philadelphia five-county network at additional cost. The District takes the position that the proposed Keystone Direct POS plan is comparable in many ways to the existing PPO plan. Both plans utilize the Independence Blue Cross network of doctors and hospitals, with most doctors and hospitals that participate in the PPO plan also participating in the Keystone Direct POS plan. Moreover, the co-pay for visiting a primary care doctor, \$10.00, is the same for both plans, as is the \$20.00 co-pay for specialists, and neither plan has any deductibles before coverage is triggered. The Keystone Direct POS plan has a limit on annual co-payments of \$1,000.00 for an individual and \$2,000.00 for family, while the existing PPO plan has no such limit; (meaning a participant in the current plan theoretically could pay an unlimited amount in co-pays). In some minor ways, the old plan is more favorable. For example, for a routine eye exam, there is a \$20.00 co-pay under the proposed plan, and no co-pay under the current plan. On the other hand, in some minor ways the proposed plan is more favorable than the old plan. For example, there is a \$20.00 co-pay under the old plan for durable medical equipment, and there is no co-pay under the proposed plan for such equipment.

The District's reason for proposing the change in health insurance plans is that the proposed plan, along with the proposed change in prescription plan, would save it more than \$1,000,000.00 in premium costs per year, while at the same time providing first-rate health insurance and prescription plans. As a side benefit, the bargaining unit members' premium contributions would decline significantly from what they would be contributing if the current plan were maintained. In addition, the District cites the fact that Keystone POS plans or Keystone HMOs, which are more restrictive, are offered as plans in several other districts in the region, including Abington, Cheltenham, Colonial and Lower Merion.

In addition, the District contends that the proposed \$5/\$25/\$50 prescription plan is almost as favorable to participants as the current \$10/\$20 prescription plan. Generic drugs cost \$5.00 less under the proposed plan than under the existing plan. Preferred brand name drugs, on the other hand, cost participants \$5.00 more under the proposed plan than brand name drugs under the existing plan. The proposed plan has a new category, non-preferred brand name drugs that are not on the list of preferred brand name drugs. The co-pay for non-preferred brand name drugs is \$50.00. The District points out, however, if a participant chooses to use such drugs as maintenance drugs, they must buy them through mail order, which enables participants to order a 90-day supply, instead of the usual 30-day supply. In effect, that reduces the co-pay for such drugs to \$16.67, which is lower than the current co-pay for brand name drugs.

The Association takes the position that the District should continue to provide the existing plan. According to the Association, the proposed plan's network, which is restricted to the five-county Philadelphia area, represents a significant downgrade from the existing plan. For example, under the existing plan, one can seek the best doctors' treatment at Johns Hopkins, which would be considered in-network care, while under the

proposed plan such treatment would be out-of-network, with the participant paying 30% of the costs. In support of its argument to retain the current plan, the Association points to the fact that seven other districts in Montgomery County provide the PC 10/20/70 plan as its base plan, and no other districts provide the Keystone Direct POS C1-F1-O1 plan.

The Association also objects to the proposed prescription drug plan, because if a participant has to try several non-preferred brand names before finding the appropriate one, the participant could be faced with numerous \$50.00 co-pays, whereas under the existing prescription drug plan only \$20.00 co-pays would be required.

#### b. Findings

The Association correctly points out that the PC 10/20/70 plan is the base plan in seven other districts in the County, and could be properly termed the prevailing base plan. Given the rapidly rising costs of healthcare coverage, however, that is likely to change rapidly as collective bargaining agreements expire. Moreover, the District is experiencing far more serious financial problems than are other districts in the County. I also find that these financial problems are unlikely to disappear during the three-year term of the New Collective Bargaining Agreement.

In addition, and most importantly, I find that the proposed Keystone Direct POS C1-F1-O1 plan is comparable in most respects to the current plan, although it costs significantly less. For example, most of the doctors and medical institutions that participate in the current plan also participate in the Keystone Direct POS C1-F1-O1 plan. In addition, the co-pays for one's family physician and for a specialist are the same under both plans. Importantly, too, the cost of employee premium shares will be substantially lower under the Keystone Direct POS C1-F1-O1 plan than under the current plan. Thus, employee participants share in the cost savings on a monthly basis.

The most striking difference between the two plans is the scope of the network. The current plan is national, allowing participants to go to far-away institutions like the Mayo Clinic or Johns Hopkins Medical Center without paying extra out-of-network costs. But that feature comes at a steep price, which I find the District should not have to continue to pay under the circumstances. And fortunately the five-county Philadelphia area is blessed with world-class medical facilities and doctors who are part of the proposed plan's network. Accordingly, I find reasonable, under all the circumstances, the District's proposal to substitute the Keystone Direct POS C1-F1-O1 plan as the base plan in the New Collective Bargaining Agreement.

In addition, I find that the proposed \$5/\$25/\$50 prescription plan is comparable for most purposes to the existing prescription plan. Generics cost \$5.00 less under the proposed plan, and preferred name brands cost \$5.00 more. As for the non-preferred brands, in most instances the co-pay will be lower under the proposed plan, because of the 90-day mail order feature. Even the extra costs associated with the rare instances of having to pay \$50.00 for a non-preferred brand would be largely mitigated by the lower premium cost share that participating bargaining unit members would enjoy on a monthly basis.

I understand that a change to a new medical insurance plan may well appear to constitute a difficult adjustment for bargaining unit members. I believe, however, that the Keystone Direct POS C1-F1-O1 plan, which, like the current plan, is administered by Independence Blue Cross, will turn out to be very similar to the current plan as a practical matter.

#### c. Recommendation

I recommend that the New Collective Bargaining Agreement (1): adopt Keystone Direct POS C1-F1-O1 as the base medical insurance plan, with a \$5/\$25/\$50 prescription drug plan; and (2) permit eligible bargaining unit members to remain in the Personal Choice 10/20/70 plan by contributing the same amount as subscribers to the Keystone Direct POS C1-F1-O1 plan plus the difference in premium between the two plans by payroll deduction.<sup>1</sup>

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<sup>1</sup> The District also proposed to add a reference to the new plan in the language relating to employee contributions to premiums. I recommend that the proposed reference to the new plan not be added because the current language, "the plan," clearly refers to the new plan.

2. Proposal to increase from \$2,600.00 to \$5,000.00 the payment for waiving health coverage.

- a. The Parties' Positions

The Association proposes that employees who waive all health coverage receive \$5,000.00 each year, instead of the current \$2,600.00 each year, in lieu of coverage. According to the Association, the higher waiver payment will induce more bargaining unit members to waive coverage, thereby saving the District money. The District, on the other hand, estimates that the increase would cost the District an additional \$88,000.00 annually, without any assurance that additional bargaining unit members would be induced to waive coverage. Moreover, the District points out that the current waiver amount is higher than that in most other Montgomery County districts.

- b. Findings

Compared to other districts in the County, the District's current waiver payment of \$2,600.00 annually is the highest. Even if a few additional eligible employees waived coverage because of the proposed higher payment, it would be a costly additional benefit for the District to provide. For those reasons, I find that the current \$2,600.00 annual waiver payment is competitive and fair.

- c. Recommendation

I recommend that the Association's proposal not be incorporated into the New Collective Bargaining Agreement.

3. Proposed requirement that bargaining unit members hired after July 1, 2009 work 6.5 hours per day to be eligible for healthcare benefits.

- a. The Parties' Positions

The Current Collective Bargaining Agreement provides that employees who are regularly scheduled to work 25 or more hours per week are provided with health insurance and other benefits. The District is proposing that employees hired after July 1, 2009 will be eligible for healthcare benefits only if they work 6.5 hours per day. The District's rationale is that it would save a substantial amount of money if it so limited eligibility to healthcare coverage. The Association objects to the change, claiming that it will become more difficult for the District to hire new employees. In addition, the Association cites the fact that no district in the County limits coverage to those who work at least 6.5 hours per day.

- b. Findings

I find that, because no other district in the County limits healthcare coverage to those who work 6.5 hours per day, it is unreasonable to impose such a restriction in the New Collective Bargaining Agreement. Moreover, I doubt the wisdom of creating a two-tier system for eligibility for a basic benefit such as healthcare coverage.

- c. Recommendation

I recommend that the District's proposal not be incorporated into the New Collective Bargaining Agreement.

- D. Other Benefits

1. Life Insurance - Proposal to increase life insurance to 1½ times employee's regular annual compensation, with part-timers entitled to \$25,000.00 in life insurance.

a. The Parties' Positions

The Association has proposed that the life insurance benefit be increased from \$28,000.00 for full-time employees to one and one-half times the employee's regular salary. In support, the Association contends that six districts in the County provide life insurance in substantially higher amounts than the District does. The District opposes the increase, asserting that the current benefit is competitive when one compares life insurance benefits provided by other districts in the County, with some districts paying higher, some lower, and some about the same.

b. Findings

I find that the amount of life insurance provided by districts in the County varies substantially, with no prevailing amount. Because of the District's financial condition and the lack of a prevailing practice in the County, I find that it would be inappropriate to increase the amount of life insurance coverage at this time.

c. Recommendation

I recommend that the Association's proposal not be incorporated into the New Collective Bargaining Agreement.

2. Workers' Compensation - Proposal to reduce the period during which an employee receiving workers' compensation will be paid the difference between his/her salary and the amount received in workers' compensation.

a. The Parties' Positions

The District proposes to reduce the period during which an employee on workers' compensation will be paid the difference between his/her salary and the amount received in workers' compensation. Under the Current Collective Bargaining Agreement, the period is two years. The District has proposed the period be reduced to 12 weeks. In support, the District cites the fact that no other district in the County has such a liberal policy, and that currently five employees have been on workers' compensation in excess of six months. In addition, the District proposes to clarify that the employee in question must have been injured while in the course of employment by the District, and not another employer. The Association contends that the benefit is rarely used, is therefore not a high-cost item for the District, and should therefore be retained. Moreover, the Association claims that reducing the period would cause an undue hardship on those few employees who benefit from the provision.

b. Findings

I find that two-year period in which an employee's full annual compensation will be maintained to be unique in the County, and a benefit that the District can ill afford to continue for the full duration of a two-year period. I also find that the District's proposed reduction to 12 weeks to be fair. Because, however, this has been a longstanding benefit, I find it appropriate to phase in the reduction to 12 weeks, and to grandfather under the two-year rule all those on workers compensation as of July 1, 2009.

c. Recommendation

I recommend that the New Collective Bargaining Agreement provide that the pay differential benefit provided in Article XII(G) of the Current Collective Bargaining Agreement be limited to: (a) a one-year period during the first year of the New Collective Bargaining Agreement; (b) a six-month period during the second year; and (c) a 12-week period during the third year. Moreover, I recommend that employees who are on workers' compensation as of July 1, 2009 be grandfathered under the two-year provision of Article XII(G) of the Current Collective Bargaining Agreement.

3. Retirement Severance Pay - Proposal to increase the cap on the amount of retirement severance pay to 60% of contracted salary for last full year of service.
  - a. The Parties' Positions

The Association has proposed to increase the cap on the sick day payout upon retirement from 44% of contracted salary in final year of employment to 60%. In support, the Association claims that the cost of the sick days is well below their face value, and the inducement to employees to work rather than take a sick day ultimately will save the District money. The District, for its part, asserts that the current cap of 44% is competitive and fair.

- b. Findings

Although most districts in the County have no cap on the amount of sick day payouts, several have caps that are more restrictive than the 44% cap provided in the Current Collective Bargaining Agreement. Considering the District's current financial situation, I find that it would be inappropriate to recommend an increase in the cap because it probably would result in higher costs to the District.

- c. Recommendation

I recommend that the Association's proposal not be incorporated into the New Collective Bargaining Agreement.

4. Sick Days

- a. Annual Sick Day Payout - Proposal to provide a one time per year voluntary payout of unused sick days @ \$30.00/per sick day from previous year.

- (1) The Parties' Positions

The District has proposed a voluntary annual one-time payout per year of unused sick days at the rate of \$30.00 per sick day. In support, the District emphasizes the voluntary nature of the plan and states that it would be a good benefit for employees who have cash-flow problems. The Association supports the concept in principle, but proposes that the payout rate should be increased to \$40.00 per sick day.

- (2) Findings

I find the District's proposal, which makes totally voluntary the decision of an employee to trigger payment under the provision, to be reasonable. The amount of the payout proposed by the District, \$30.00 per sick day, appears reasonable to me because it is the same rate at which a terminating employee has been paid.

- (3) Recommendation

I recommend that the New Collective Bargaining Agreement incorporate the District's proposal.

- b. Proposal to eliminate provision under which an employee who has used all accumulated sick days will receive difference between per diem salary and the per diem cost of substitute for 40 additional days.

(1) The Parties' Positions

The District has proposed to eliminate the provision under which an employee who has exhausted all accumulated sick days will receive the difference between per diem salary and the per diem cost of a substitute for 40 days. In support, the District cites the fact that no other district in the County continues to provide this benefit. The Association, on the other hand, argues that this safety net should be maintained, contending that the cost to the District is minimal.

(2) Findings

I find that the provision is a bit of an anomaly in this day and age. On the other hand, the cost to the District of maintaining the provision is minimal. In an ideal world, the provision would be eliminated. But all change cannot be achieved at one time. Moreover, if employees avail themselves of the provision under which they may opt to cash out their accumulated sick days, they may have a greater need for the provision. In any event, because of the minimal cost of the provision to date, I find that the benefit should be continued for the duration of the New Collective Bargaining Agreement.

(3) Recommendation

I recommend that the District's proposal not be incorporated in the New Collective Bargaining Agreement.

5. Holidays

- a. Proposal to increase the number of paid holidays for Food Service staff, Para-Educators, Student Supervisors, Nurses, and Bus Helpers.

(1) The Parties' Positions

The Association has proposed to increase to nine the number of paid holidays for Food Service staff, Para-Educators, Student Supervisors, Nurses and Bus Helpers, all of whom currently receive four paid holidays. Full time Secretarial, Custodians, and Maintenance and Transportation staff receive nine paid holidays. According to the Association, fairness requires parity among the various classifications. The District contends that other districts in the County have varying practices, and that the status quo should prevail.

(2) Findings

I find that many districts in the County provide the same holiday entitlement to all full-time support personnel. Moreover, I find no justification for distinguishing among the various classifications of full-time employees working for the District.

(3) Recommendation

I recommend that the New Collective Bargaining Agreement provide that full-time Food Service, Para Educator, Student Supervisor, Nurse and Bus Helper employees receive the same nine paid holidays as full-time Secretarial, Custodial, and Maintenance and Transportation staff. I also recommend that the New Collective Bargaining Agreement provide that part-time Food Service, Para Educator, Student Supervisor, Nurse and Bus Helper employees continue to receive the same paid holidays as they did under the Current Collective

Bargaining Agreement.

- b. Proposal to eliminate two-tier holiday entitlement for Part-time Custodial, Maintenance and Transportation staff.

(1) The Parties' Positions

The Association proposes to eliminate the distinction, for purposes of holiday entitlement, between part-time Custodial, Maintenance and Transportation staff hired before and after July 1, 1986. Those hired before July 1, 1986 receive the same paid holidays as full-time employees in those classifications. Those hired on or after July 1, 1986 receive no paid holidays. According to the Association, it is only fair that all part-time Custodial, Maintenance and Transportation staff receive the same holiday entitlement. The District, on the other hand, takes the position that the longstanding status quo should prevail.

(2) Findings

I find that the Association is seeking to elevate the holiday entitlement of part-time Custodial, Maintenance and Transportation staff hired on or after July 1, 1986 to that of their peers hired before that date, and to the level of many full-time staff. That would necessarily raise their entitlement above that of part-time staff in other classifications, who are only entitled to four paid holidays. Moreover, I find that most part-time support personnel at other districts in the County are entitled to fewer paid holidays than full-time staff. On the other hand, I find it unfair that part-time Custodial, Maintenance and Transportation staff hired on or after July 1, 1986 are the only part-time staff who receive no paid holidays.

(3) Recommendation

I recommend that the Association's proposal not be incorporated into the New Collective Bargaining Agreement. I also recommend that the New Collective Bargaining Agreement provide that part-time Custodial, Maintenance and Transportation staff hired on or after July 1, 1986 be eligible to receive the same four paid holidays as other part-time staff.

6. Grievance Procedure

- a. Proposal to modify the grievance procedure to require more specificity in the grievance.

(1) The Parties' Positions

The District has proposed to modify the language of the grievance procedure to require that a grievance provide more specificity. In support, the District states that on occasion it has gone all the way to arbitration without knowing the specifics of a grievance. Requiring more specificity in a grievance, the District contends, would make the procedure more efficient. In response, the Association contends that the system already works, that the District can get more specifics during the various steps of the grievance procedure, and that support personnel should not be expected to articulate clearly all the issues in a written grievance.

(2) Findings

I find that, because a grievance process is more informal than a court claim process, it need not require the specificity of a court proceeding. Moreover, I find that the grievance procedure, with multiple steps, allows the District to flesh out a grievance that is vaguely drafted.

(3) Recommendation

I recommend that the District's proposal not be incorporated into the New Collective Bargaining Agreement. However, to promote better communication between the parties, they may want to consider holding Labor-Management meetings on a quarterly basis to discuss pending grievances, work culture and any other matter of mutual interest.

- b. Proposal to add sentence stating that grievance will be automatically denied if a grievance is submitted to a supervisor other than the employee's immediate supervisor.

(1) The Parties' Positions

The District proposes that, if a grievance is submitted to a supervisor other than the grievant's immediate supervisor, the grievance will be automatically denied. The Association objects to the proposal, contending that in many instances the grievant's immediate supervisor has nothing to do with the grievance.

(2) Findings

The Current Collective Bargaining Agreement provides that the individual(s) initiating the grievance “. . . shall present the grievance to their immediate supervisor within fourteen (14) working days after the alleged violation . . .” Thus, I find that the language already requires submission of a grievance to the immediate supervisor. I also find, however, that in some cases it would be unduly harsh to automatically deny the grievance just because the grievance was submitted to a different member of management. For example, if the grievance involved an alleged improper change to the health insurance plan, it might not make sense to submit the grievance to the grievant's immediate supervisor.

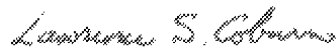
(3) Recommendation

I recommend that the District's proposal not be incorporated into the New Collective Bargaining Agreement.

**IV. Conclusion**

Having addressed all the issues in the dispute that were properly put before me at the hearing, I conclude that a reasonable resolution to the impasse would include the above recommendations. Any or all items or proposals not previously agreed upon or not specifically addressed in this Report are considered to be withdrawn. Any and all items and/or proposals agreed to by the parties and any tentative agreements made by the parties prior to the date of this Report are recommended to be part of the New Collective Bargaining Agreement, as agreed by the parties. I call the parties' attention to my cover letter, which outlines their responsibilities to advise the PLRB if they accept or reject my report's recommendations.

Respectfully submitted,



Lawrence S. Coburn

May 20, 2009

## APPENDIX A

### Para-Educators' Salary Schedule

All Para-Educators will be placed at the appropriate level according to their years of service with the Norristown Area School District. On July 1 of each year, teacher assistants who qualify according to years of service will move to the next level.

| Years | 2009-2010        |                   | 2010-2011        |                   | 2011-2012        |                   |
|-------|------------------|-------------------|------------------|-------------------|------------------|-------------------|
|       | Highly Qualified | Teacher-Certified | Highly Qualified | Teacher-Certified | Highly Qualified | Teacher-Certified |
| 0     | 17,223           | 20,366            | 17,567           | 20,774            | 17,918           | 21,189            |
| 1     | 17,851           | 20,996            | 18,208           | 21,416            | 18,572           | 21,844            |
| 2     | 18,480           | 21,624            | 18,850           | 22,056            | 19,227           | 22,498            |
| 3     | 19,109           | 22,253            | 19,491           | 22,698            | 19,881           | 23,152            |
| 4     | 19,738           | 22,882            | 20,133           | 23,339            | 20,535           | 23,806            |
| 5     | 20,366           | 23,511            | 20,774           | 23,981            | 21,189           | 24,461            |
| 6     | 20,996           | 24,140            | 21,416           | 24,623            | 21,844           | 25,116            |
| 7     | 21,624           | 24,769            | 22,056           | 25,264            | 22,498           | 25,769            |
| 8     | 22,253           | 25,398            | 22,698           | 25,906            | 23,152           | 26,424            |
| 9     | 22,882           | 26,026            | 23,339           | 26,547            | 23,806           | 27,078            |
| 10    | 23,511           | 26,656            | 23,981           | 27,189            | 24,461           | 27,733            |
| 11    | 24,140           | 26,656            | 24,623           | 27,189            | 25,116           | 27,733            |
| 12    | 24,769           | 26,656            | 25,264           | 27,189            | 25,769           | 27,733            |
| 13    | 25,398           | 26,656            | 25,906           | 27,189            | 26,424           | 27,733            |
| 14    | 26,026           | 26,656            | 26,547           | 27,189            | 27,078           | 27,733            |
| 15    | 26,656           | 26,656            | 27,189           | 27,189            | 27,733           | 27,733            |

### Hourly Employees' Wage Rate Schedule (Except for Head Custodians)

| Classification              | 2009-2010 | 2010-2011 | 2011-2012 |
|-----------------------------|-----------|-----------|-----------|
| Bus Helper                  | 16.93     | 17.44     | 17.96     |
| Nurse                       | 25.42     | 26.18     | 26.97     |
| Cafeteria – Small           | 19.48     | 20.06     | 20.66     |
| Cafeteria – Middle          | 21.12     | 21.75     | 22.40     |
| Cook - Full time            | 18.41     | 18.96     | 19.53     |
| Cook - Part time            | 18.12     | 18.66     | 19.22     |
| Bus Driver/Utility          | 26.78     | 27.58     | 28.41     |
| Custodian Floater           | 25.15     | 25.91     | 26.68     |
| Custodian                   | 22.66     | 23.34     | 24.04     |
| Custodian Repairman         | 24.45     | 25.19     | 25.94     |
| Maintenance                 | 25.44     | 26.20     | 26.99     |
| Maintenance – Skilled       | 29.59     | 30.48     | 31.39     |
| Utility Skilled/Cust Rep Sk | 27.49     | 28.32     | 29.16     |

For employees hired after 7/1/97, these rates apply:

| Position               | 2009-2010 | 2010-2011 | 2011-2012 |
|------------------------|-----------|-----------|-----------|
| Bus Driver/Utility     | 24.72     | 25.46     | 26.23     |
| Custodian Floater      | 23.09     | 23.79     | 24.50     |
| Custodian              | 20.60     | 21.22     | 21.85     |
| Custodian Repairman    | 22.39     | 23.06     | 23.76     |
| Student Supervisor I   | 15.70     | 16.17     | 16.65     |
| Student Supervisor II* | 17.47     | 17.99     | 18.53     |

\* A Student Supervisor II is a new employee with prior experience in social work, law enforcement or other similar experience relevant to student supervision.

### Head Custodians' Wage Rate Schedule

| Location   | Job Title    | 2009-2010 | 2010-2011 | 2011-2012 |
|------------|--------------|-----------|-----------|-----------|
| Roosevelt  | Head Cust. 1 | 25.15     | 25.65     | 26.42     |
| Cole Manor | Head Cust. 1 | 25.15     | 25.65     | 26.42     |
| Hancock    | Head Cust. 1 | 25.15     | 25.65     | 26.42     |
| Gotwals    | Head Cust. 1 | 25.15     | 25.65     | 26.42     |
| Whitehall  | Head Cust. 2 | 25.30     | 25.81     | 26.58     |
| Marshall   | Head Cust. 2 | 25.30     | 25.81     | 26.58     |
| Fly        | Head Cust. 2 | 25.30     | 25.81     | 26.58     |
| Stewart    | Head Cust. 3 | 25.65     | 26.16     | 26.94     |
| ENMS       | Head Cust. 4 | 24.98     | 26.44     | 27.23     |
| Eisenhower | Head Cust. 4 | 24.80     | 26.44     | 27.23     |



| <b>SECRETARY 4</b> |              |                  |              |              |                  |              |              |                  |              |  |
|--------------------|--------------|------------------|--------------|--------------|------------------|--------------|--------------|------------------|--------------|--|
| <b>STEP</b>        |              | <b>2009-2010</b> |              |              | <b>2010-2011</b> |              |              | <b>2011-2012</b> |              |  |
| 1.01               | <b>10 MO</b> | <b>11 MO</b>     | <b>12 MO</b> | <b>10 MO</b> | <b>11 MO</b>     | <b>12 MO</b> | <b>10 MO</b> | <b>11 MO</b>     | <b>12 MO</b> |  |
| 1                  | 20,496       | 21,996           | 25,995       | 20,701       | 22,216           | 26,255       | 20,908       | 22,438           | 26,518       |  |
| 2                  | 21,472       | 23,043           | 27,233       | 21,686       | 23,274           | 27,505       | 21,903       | 23,506           | 27,780       |  |
| 3                  | 22,447       | 24,090           | 28,470       | 22,672       | 24,330           | 28,755       | 22,898       | 24,574           | 29,042       |  |
| 4                  | 23,423       | 25,137           | 29,707       | 23,657       | 25,388           | 30,004       | 23,894       | 25,642           | 30,304       |  |
| 5                  | 24,399       | 26,183           | 30,944       | 24,643       | 26,445           | 31,254       | 24,889       | 26,710           | 31,566       |  |
| 6                  | 25,373       | 27,231           | 32,182       | 25,627       | 27,503           | 32,503       | 25,883       | 27,778           | 32,828       |  |
| 7                  | 26,349       | 28,277           | 33,419       | 26,612       | 28,560           | 33,753       | 26,878       | 28,845           | 34,091       |  |
| 8                  | 27,325       | 29,324           | 34,656       | 27,598       | 29,618           | 35,003       | 27,874       | 29,914           | 35,353       |  |
| 9                  | 28,300       | 30,371           | 35,893       | 28,583       | 30,674           | 36,252       | 28,869       | 30,981           | 36,615       |  |
| 10                 | 29,276       | 31,418           | 37,131       | 29,569       | 31,732           | 37,502       | 29,864       | 32,050           | 37,877       |  |
| 11                 | 30,252       | 32,464           | 38,368       | 30,554       | 32,789           | 38,752       | 30,860       | 33,117           | 39,139       |  |
| 12                 | 31,227       | 33,512           | 39,605       | 31,539       | 33,847           | 40,001       | 31,855       | 34,185           | 40,401       |  |
| 13                 | 32,202       | 34,558           | 40,842       | 32,524       | 34,904           | 41,251       | 32,849       | 35,253           | 41,663       |  |
| 14                 | 33,177       | 35,606           | 42,080       | 33,509       | 35,962           | 42,500       | 33,844       | 36,321           | 42,925       |  |
| 15                 | 35,486       | 38,083           | 45,007       | 35,841       | 38,464           | 45,457       | 36,200       | 38,849           | 45,911       |  |
|                    |              |                  |              |              |                  |              |              |                  |              |  |
| <b>SECRETARY 5</b> |              |                  |              |              |                  |              |              |                  |              |  |
| <b>STEP</b>        |              | <b>2009-2010</b> |              |              | <b>2010-2011</b> |              |              | <b>2011-2012</b> |              |  |
| 1.01               | <b>10 MO</b> | <b>11 MO</b>     | <b>12 MO</b> | <b>10 MO</b> | <b>11 MO</b>     | <b>12 MO</b> | <b>10 MO</b> | <b>11 MO</b>     | <b>12 MO</b> |  |
| 1                  | 18,451       | 19,800           | 23,401       | 18,635       | 19,998           | 23,635       | 18,822       | 20,198           | 23,871       |  |
| 2                  | 19,330       | 20,744           | 24,516       | 19,524       | 20,952           | 24,761       | 19,719       | 21,161           | 25,008       |  |
| 3                  | 20,209       | 21,689           | 25,632       | 20,411       | 21,906           | 25,888       | 20,615       | 22,125           | 26,147       |  |
| 4                  | 21,089       | 22,632           | 26,747       | 21,300       | 22,858           | 27,014       | 21,513       | 23,087           | 27,284       |  |
| 5                  | 21,969       | 23,576           | 27,863       | 22,188       | 23,812           | 28,141       | 22,410       | 24,050           | 28,423       |  |
| 6                  | 22,848       | 24,520           | 28,978       | 23,077       | 24,765           | 29,268       | 23,307       | 25,013           | 29,560       |  |
| 7                  | 23,728       | 25,464           | 30,094       | 23,965       | 25,719           | 30,395       | 24,205       | 25,976           | 30,699       |  |
| 8                  | 24,608       | 26,407           | 31,209       | 24,854       | 26,672           | 31,521       | 25,102       | 26,938           | 31,836       |  |
| 9                  | 25,486       | 27,352           | 32,325       | 25,741       | 27,625           | 32,648       | 25,999       | 27,902           | 32,975       |  |
| 10                 | 26,366       | 28,295           | 33,440       | 26,630       | 28,578           | 33,774       | 26,896       | 28,864           | 34,112       |  |
| 11                 | 27,246       | 29,240           | 34,556       | 27,518       | 29,532           | 34,902       | 27,793       | 29,827           | 35,251       |  |
| 12                 | 28,125       | 30,184           | 35,671       | 28,407       | 30,486           | 36,028       | 28,691       | 30,791           | 36,388       |  |
| 13                 | 29,005       | 31,127           | 36,787       | 29,295       | 31,438           | 37,155       | 29,588       | 31,753           | 37,527       |  |
| 14                 | 29,885       | 32,072           | 37,902       | 30,184       | 32,392           | 38,281       | 30,486       | 32,716           | 38,664       |  |
| 15                 | 31,964       | 34,304           | 40,540       | 32,284       | 34,647           | 40,946       | 32,607       | 34,993           | 41,355       |  |

| <b>SECRETARY 6</b> |                  |              |              |                  |              |              |                  |              |              |
|--------------------|------------------|--------------|--------------|------------------|--------------|--------------|------------------|--------------|--------------|
| <b>STEP</b>        | <b>2009-2010</b> |              |              | <b>2010-2011</b> |              |              | <b>2011-2012</b> |              |              |
| 1.01               | <b>10 MO</b>     | <b>11 MO</b> | <b>12 MO</b> | <b>10 MO</b>     | <b>11 MO</b> | <b>12 MO</b> | <b>10 MO</b>     | <b>11 MO</b> | <b>12 MO</b> |
| 1                  | 16,425           | 17,627       | 20,831       | 16,589           | 17,803       | 21,040       | 16,755           | 17,981       | 21,250       |
| 2                  | 17,207           | 18,466       | 21,823       | 17,379           | 18,650       | 22,041       | 17,553           | 18,837       | 22,262       |
| 3                  | 17,989           | 19,305       | 22,816       | 18,169           | 19,498       | 23,044       | 18,351           | 19,693       | 23,274       |
| 4                  | 18,771           | 20,144       | 23,808       | 18,959           | 20,346       | 24,046       | 19,148           | 20,549       | 24,286       |
| 5                  | 19,554           | 20,984       | 24,800       | 19,749           | 21,194       | 25,048       | 19,947           | 21,406       | 25,298       |
| 6                  | 20,335           | 21,823       | 25,791       | 20,539           | 22,041       | 26,049       | 20,744           | 22,262       | 26,310       |
| 7                  | 21,118           | 22,663       | 26,783       | 21,329           | 22,890       | 27,051       | 21,543           | 23,119       | 27,322       |
| 8                  | 21,900           | 23,503       | 27,775       | 22,119           | 23,738       | 28,053       | 22,340           | 23,975       | 28,333       |
| 9                  | 22,682           | 24,342       | 28,768       | 22,908           | 24,585       | 29,056       | 23,137           | 24,831       | 29,346       |
| 10                 | 23,464           | 25,181       | 29,760       | 23,699           | 25,433       | 30,057       | 23,936           | 25,687       | 30,358       |
| 11                 | 24,246           | 26,021       | 30,751       | 24,489           | 26,281       | 31,059       | 24,733           | 26,544       | 31,370       |
| 12                 | 25,029           | 26,860       | 31,743       | 25,279           | 27,129       | 32,061       | 25,532           | 27,400       | 32,381       |
| 13                 | 25,811           | 27,699       | 32,735       | 26,069           | 27,976       | 33,062       | 26,329           | 28,256       | 33,393       |
| 14                 | 26,592           | 28,539       | 33,727       | 26,858           | 28,824       | 34,064       | 27,127           | 29,112       | 34,405       |
| 15                 | 28,443           | 30,524       | 36,074       | 28,727           | 30,829       | 36,435       | 29,014           | 31,138       | 36,799       |