

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

BETWEEN

SOUTH BUTLER COUNTY
EDUCATION ASSOCIATION,
PSEA/NEA

AND

SOUTH BUTLER COUNTY
SCHOOL DISTRICT

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(FACT-FINDING REPORT
(CASE NO. ACT 88-15-36-W
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HEARING: SEPTEMBER 18, 2015
SOUTH BUTLER COUNTY SCHOOL DISTRICT
ADMINISTRATIVE OFFICES

FACT-FINDER, MARC A. WINTERS

FOR THE DISTRICT
THOMAS E BRETH,
ESQUIRE

FOR THE ASSOCIATION
BROOKE E. WITT, ESQUIRE,
PSEA UNI-SERV REPRESENTATIVE

EXECUTIVE SESSION: SEPTEMBER 25, 2015

FACT-FINDING REPORT ISSUED: SEPTEMBER 28, 2015

FACT-FINDER'S REPORT AND RECOMMENDATIONS

BACKGROUND & DISCUSSION

Pursuant to Act 88 of 1992 and the Public Employee Relations Act, 195 of 1970, by letter dated August 18, 2015, the PLRB appointed the undersigned to act as a Fact-Finder and to issue a Report in the matter of the South Butler County Education Association and the South Butler County School District.

The parties to this Fact-Finding have had an ongoing bargaining relationship. The most recent Collective Bargaining agreement between the parties, a six (6) year agreement expired on June 30, 2014. The parties have met on numerous occasions, approximately seventeen (17) times in a twenty-one (21) month period, to negotiate a successor agreement. Both the 2014-2015 and the 2015-2016 school years began without a successor Collective Bargaining Agreement in place. The bargaining unit employees have continued to work on a day-to-day basis under the terms and conditions of the expired Collective Bargaining Agreement.

Unable to reach an Agreement, impasse was declared and the parties proceeded to Fact-Finding based on a request by the Association dated August 10, 2015. The request was granted and Fact-Finding so ordered by the Pennsylvania Labor Relations Board on August 18, 2015.

This bargaining unit is comprised of approximately 168 members listed as professional employees. The school district is located in Butler County, Pennsylvania.

A Fact-Finding Hearing was conducted on September 18, 2015, in the South Butler County School District Administrative Offices, at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce evidence in support of their respective positions.

This Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Pennsylvania Labor Relations Act.

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

The testimony given, and the evidence presented at the Fact-Finding Hearing and further clarifications given to questions by this Fact-Finder during the Executive Session held September 25, 2015.

Past collectively bargained agreements.

Comparisons of the unresolved issues relative to the employees in this bargaining unit with those issues related to other school districts and other public and private Employees doing comparable work, given consideration to factors peculiar to the area and classifications involved, also known as internal and external parity.

The interest and welfare of the taxpayers, and the ability of the School District to finance and administer the issues proposed.

In writing this report, this Fact-Finder considered comparable data and like issues from the following school districts which encompasses Butler County:

Butler Area SD, Mars Area SD, Seneca Valley SD & Freeport Area SD; and, the contiguous school districts of Deer Lakes and Highlands, in Allegheny County PA; and the Armstrong SD, in Armstrong County PA.

Any and all items or proposals not previously agreed upon or specifically addressed within this Report are considered to be withdrawn. Any and all items or proposals agreed to and any tentative agreements made prior to the date of this Report that are not specifically addressed in this Report are recommended to be incorporated into the new Agreement. There were two (2) agreed to tentative agreements.

Except as recommended and/or modified below or mentioned above, the provisions of the predecessor agreement are to be incorporated into the new Agreement without modification.

Where this Fact-Finder recommends changes, it may be sufficient to indicate the change only without quoting the exact language of the proposals itself.

ISSUES

The Association and the School District have identified approximately twenty-six (26) outstanding issues remaining in dispute at the time of the Fact-Finding Hearing. Approximately thirteen (13) for the District and approximately thirteen (13) for the Association. Some of the issues were, however, overlapping while some issues contained more than one change.

Tentative Agreements:

Section 16 - School Dismissal Delay due to Inclement Weather, Health Risks, or Emergency Situations, Paragraph B.

Section 18 - Association Rights and Privileges, Paragraph B – Printing.

District Issues in Dispute:

1. Section 4 - Term of Agreement.
2. Step I of Section 8 - Grievance Procedure.
3. Section 10 - School Year.
4. Section - Mentor Teachers; Section 13 - After School Assigned Co-Curricular Duties and Intramural Activities; Section 64 - Department Chairperson and Elementary Grade Level Facilitator; Section 67 - Compensation for After School Instructional Duties; Section 71 - Co curricular Salaries; Section 72 -Department Chairpersons' and Grade Level Facilitators' Salaries; Appendix A -After School Assigned Co-curricular Duties; Appendix E -After School Instructional Duties; and, Appendix F - Co-Curricular Salaries.
5. Section 11 - School Day.
6. Paragraphs A, B, and C of Section 54 - Health Coverage Plan.
7. Section 64 - Department Chairperson and Elementary Grade Level Facilitators.
8. Section 65 - Severance Pay.

9. Section 66 - Compensation for Postgraduate Work.
10. Section 74 - Open House.
11. Section 75 – Early Retirement Incentives.
12. Section 78 - Salary Schedules and Appendix H through Appendix N.
13. The implementation or effective date for each of the changes to the Collective Bargaining Agreement.

Association's Issues in Dispute:

1. Section 4, Term of Agreement.
2. Section 10.5, Mentor Teachers.
3. Section 13, After School Assigned Co-Curricular Duties and Intramural Activities
4. Section 22, Sick Leave.
5. Section 35, Transfers.
6. Section 36, Teacher Conferences.
7. Section 64, Department Chairperson and Elementary Grade Level Facilitator.
8. Section 67, Compensation for After School Instructional Duties.
9. Section 71, & Appendix F, Co-Curricular Salaries.
10. Section 72. Department Chairperson and Grade Level Facilitator's Salaries.
11. Section 74, Open House.
12. Section 76, General Principals applying to Salary Schedules.
13. Section 78 & Appendix H-M, Salary Schedules.

FACT-FINDER'S RECOMMENDATIONS

Because of the short turnaround time between the Hearing, the Executive Session and the due date for this Report, the parties to this Fact-Finding Hearing, during the Executive Session, agreed that this Fact-Finder need only to list the Fact-Finder's recommendations for the issues above, for which the parties will be discussing and voting on, taking into consideration the criteria listed above.

This Fact-Finder can assure the Association and the District that each and every issue, all supportive data and all financials were read, and comparisons were considered with like issues in similarly situated school districts.

This Fact-Finding, the Hearing process and this Fact-Finder's recommendations all come during difficult times for School Districts and their employees.

School Districts in Pennsylvania have been faced with extremely tough times. The economic climate in Pennsylvania, former Governor Corbett's previous budget cuts, efforts to fund wage and salary increases, higher insurance premiums and the extreme jump in required pension contributions are having a genuine effect on all school districts and their employees. The concerns over wages, benefits, possible layoffs, demotions, contracting out and cutting programs are justifiable issues School District's, their Boards and their Teacher Unions/Associations have been and still are faced with.

Districts and their employees must share the burden, or the solution so student programs and teacher/support staff jobs are not compromised or lost.

The recommendations that follow are designed to help the School District and the Association further weather through this economic climate while still being as fair as possible to the needs of the professional staff, as employees, of the District as well.

These Recommendations will take in account the District's and the Association's proposals and positions together.

FACT-FINDER'S RECOMMENDATIONS

ISSUE NO. 1: TERM OF AGREEMENT, SECTION 4

This Agreement will be effective July 1, 2014 through June 30, 2019. (5 Years)

ISSUE NO. 2: SCHOOL DAY, SECTION 11

Change to include: All Act 80 and in-service days shall consist of seven (7) hours and thirty (30) minutes, excluding thirty (30) minutes for lunch.

ISSUE NO. 3: INVOLUNTARY TRANSFERS, SECTION 35 B

Change to include: The District will first seek volunteers prior to making an involuntary transfer.

ISSUE NO. 4: HEALTH COVERAGE PLAN, SECTION 54 & APPENDIX B

Change to District Proposal with the following modifications:

2014-2015 school year. Status Quo.

2015-2016 school year. Status Quo.

Effective July 1, 2016, the health care Plan would be revised as summarized below:

A Highmark Qualified High Deductible Plan.

The Plan benefits would be consistent with the benefits provided under the existing Highmark PPO Plan with the exception of the Prescription drug component which will include a mandatory Hard Generic provision.

The District would provide each employee with a Health Reimbursement Arrangement (HRA) account and the ability to establish a Flexible Spending Account (FSA).

Until the employee reaches his or her in-network deductible, there would be a 50/50 cost split with the District responsible for 50% of the cost and the employee responsible for 50% of the cost.

After the employee reaches his or her in-network deductible, 100% of the in-network costs are covered under the Plan. No office co-pays, no prescription co-pays, etc.

The maximum in-network out-of-pocket costs to the employees in 2016-2017 school year would be \$1,000 for individual coverage and \$2,000 for all other coverage levels; and, in 2017-2018 school year would be \$1,100 for individual coverage and \$2,200 for all other coverage levels.

The District would be responsible for the difference between the employee's maximum in-network out-of-pocket costs and the applicable in-network deductible. For example, if the in-network deductible is \$2,000/\$4,000 and the employees' maximum in-network out-of-pocket costs are \$1,000/\$2,000, the District would be responsible for \$1,000/\$2,000 of the costs until the in-network deductible is reached by the employee. The District would meet its obligation via the employee's HRA account.

With respect to premium contribution, the contributions would be as follows:

2016-2017

Individual, \$50 Family, \$60

2017-2018

Individual, \$60 Family, \$70

2018-2019

Individual, \$70

Family, \$80

In addition, the District will provide no less than four education/training sessions on the new QHDP to all employees on how the program works and how the employees can benefit the most from such a program.

ISSUE NO. 5: COMPENSATION FOR POST GRADUATE WORK, SECTION 66

Change B, 1, as follows:

(ii) the composite rate charge by the University of Pittsburgh and Pennsylvania State System of Higher Education Universities.

Change B, 6, as follows:

Pay back schedule, for terminating employment within three (3) years of reimbursement, will be: 1st year – 100%; 2nd year – 75%; 3rd year – 50%.

ISSUE NO. 6: EARLY RETIREMENT INCENTIVE, SECTION 75

Change C, 2, b (i) and (ii) options from eight (8) and twelve (12) years to seven (7) and ten (10) years in the fourth (4th) year of this Agreement. And, then to six (6) and eight (8) years in the fifth (5th) year of this Agreement.

ISSUE NO. 7: ALL SUPPLEMENTAL INCREASES

To include:

Section - Mentor Teachers; Section 13 - After School Assigned Co-Curricular Duties and Intramural Activities; Section 64 - Department Chairperson and Elementary Grade Level Facilitator; Section 67 - Compensation for After School Instructional Duties; Section 71 - Co curricular Salaries; Section 72 - Department Chairpersons' and Grade Level Facilitators' Salaries; Appendix A -After School Assigned Co-curricular Duties; Appendix E -After School Instructional Duties; and, Appendix F - Co-Curricular Salaries.

Effective July 1, 2016, 3% increase.

Effective July 1, 2017, 3% increase.

Effective July 1, 2018, 3% increase.

ISSUE NO. 8: WAGES AND SALARY INCREASES AND SCHEDULES
SECTION 76 AND APPENDIXES H THOROUGH N

Changes shall be: Effective July 1, 2014, ½ step movement only.

Effective July 1, 2015, Full step movement plus \$1200 on top step.

Effective July 1, 2016, 4% increase.

Effective July 1, 2017, 4% increase.

Effective July 1, 2018, 4% increase.

Salary Schedules Attached.

DATED SEPTEMBER 28, 2015:



Marc A. Winters

Base Year	2013-14 Salaries				
	BACH	MEQ	MASTER	M+15	M+30
1	42,000	42,850	43,700	44,550	45,400
2	42,546	43,396	44,246	45,096	45,946
3	43,092	43,942	44,792	45,642	46,492
4	43,638	44,488	45,338	46,188	47,038
5	44,184	45,034	45,884	46,734	47,584
6	44,730	45,580	46,430	47,280	48,130
7	45,803	46,653	47,503	48,353	49,203
8	47,105	47,955	48,805	49,655	50,505
9	48,588	49,438	50,288	51,138	51,988
10	50,249	51,099	51,949	52,799	53,649
11	52,088	52,938	53,788	54,638	55,488
12	54,102	54,952	55,802	56,652	57,502
13	56,290	57,140	57,990	58,840	59,690
14	58,651	59,501	60,351	61,201	62,051
15	61,182	62,032	62,882	63,732	64,582
16	63,884	64,734	65,584	66,434	67,284
17	66,755	67,605	68,455	69,305	70,155
18	69,794	70,644	71,494	72,344	73,194
19	73,000	73,850	74,700	75,550	76,400
20	73,000	74,720	75,570	76,420	77,270

Year 1 STEP	2014-15 Salaries				
	BACH	MEQ	MASTER	M+15	M+30
1	42,000	42,850	43,700	44,550	45,400
2	42,273	43,123	43,973	44,823	45,673
3	42,819	43,669	44,519	45,369	46,219
4	43,365	44,215	45,065	45,915	46,765
5	43,911	44,761	45,611	46,461	47,311
6	44,457	45,307	46,157	47,007	47,857
7	45,267	46,117	46,967	47,817	48,667
8	46,454	47,304	48,154	49,004	49,854
9	47,847	48,697	49,547	50,397	51,247
10	49,419	50,269	51,119	51,969	52,819
11	51,169	52,019	52,869	53,719	54,569
12	53,095	53,945	54,795	55,645	56,495
13	55,196	56,046	56,896	57,746	58,596
14	57,471	58,321	59,171	60,021	60,871
15	59,917	60,767	61,617	62,467	63,317
16	62,533	63,383	64,233	65,083	65,933
17	65,320	66,170	67,020	67,870	68,720
18	68,275	69,125	69,975	70,825	71,675
19	71,397	72,247	73,097	73,947	74,797
20	73,000	74,720	75,570	76,420	77,270

Year 2 STEP	2015-16 Salaries				
	BACH	MEQ	MASTER	M+15	M+30
1	42,000	42,850	43,700	44,550	45,400
2	42,273	43,123	43,973	44,823	45,673
3	42,819	43,669	44,519	45,369	46,219
4	43,365	44,215	45,065	45,915	46,765
5	43,911	44,761	45,611	46,461	47,311
6	44,457	45,307	46,157	47,007	47,857
7	45,267	46,117	46,967	47,817	48,667
8	46,454	47,304	48,154	49,004	49,854
9	47,847	48,697	49,547	50,397	51,247
10	49,419	50,269	51,119	51,969	52,819
11	51,169	52,019	52,869	53,719	54,569
12	53,095	53,945	54,795	55,645	56,495
13	55,196	56,046	56,896	57,746	58,596
14	57,471	58,321	59,171	60,021	60,871
15	59,917	60,767	61,617	62,467	63,317
16	62,533	63,383	64,233	65,083	65,933
17	65,320	66,170	67,020	67,870	68,720
18	68,275	69,125	69,975	70,825	71,675
19	71,397	72,247	73,097	73,947	74,797
20	74,200	75,920	76,770	77,620	78,470

Year 3 STEP	2016-17 Salaries				
	BACH	MEQ	MASTER	M+15	M+30
1	42,420	43,270	44,120	44,970	45,820
2	43,289	44,139	44,989	45,839	46,689
3	43,835	44,685	45,535	46,385	47,235
4	44,381	45,231	46,081	46,931	47,781
5	44,927	45,777	46,627	47,477	48,327
6	45,473	46,323	47,173	48,023	48,873
7	46,282	47,132	47,982	48,832	49,682
8	47,470	48,320	49,170	50,020	50,870
9	48,862	49,712	50,562	51,412	52,262
10	50,434	51,284	52,134	52,984	53,834
11	52,184	53,034	53,884	54,734	55,584
12	54,111	54,961	55,811	56,661	57,511
13	56,212	57,062	57,912	58,762	59,612
14	58,486	59,336	60,186	61,036	61,886
15	60,932	61,782	62,632	63,482	64,332
16	63,549	64,399	65,249	66,099	66,949
17	66,335	67,185	68,035	68,885	69,735
18	69,290	70,140	70,990	71,840	72,690
19	72,413	73,263	74,113	74,963	75,813
20	75,216	76,936	77,786	78,636	79,486

Year 4 STEP	2017-18 Salaries				
	BACH	MEQ	MASTER	M+15	M+30
1	42,844	43,694	44,544	45,394	46,244
2	44,455	45,305	46,155	47,005	47,855
3	45,001	45,851	46,701	47,551	48,401
4	45,547	46,397	47,247	48,097	48,947
5	46,093	46,943	47,793	48,643	49,493
6	46,639	47,489	48,339	49,189	50,039
7	47,449	48,299	49,149	49,999	50,849
8	48,636	49,486	50,336	51,186	52,036
9	50,029	50,879	51,729	52,579	53,429
10	51,601	52,451	53,301	54,151	55,001
11	53,351	54,201	55,051	55,901	56,751
12	55,277	56,127	56,977	57,827	58,677
13	57,378	58,228	59,078	59,928	60,778
14	59,653	60,503	61,353	62,203	63,053
15	62,099	62,949	63,799	64,649	65,499
16	64,715	65,565	66,415	67,265	68,115
17	67,502	68,352	69,202	70,052	70,902
18	70,457	71,307	72,157	73,007	73,857
19	73,579	74,429	75,279	76,129	76,979
20	76,382	78,102	78,952	79,802	80,652

Year 5 STEP	2018-19 Salaries				
	BACH	MEQ	MASTER	M+15	M+30
1	43,272	44,122	44,972	45,822	46,672
2	45,715	46,565	47,415	48,265	49,115
3	46,261	47,111	47,961	48,811	49,661
4	46,807	47,657	48,507	49,357	50,207
5	47,353	48,203	49,053	49,903	50,753
6	47,899	48,749	49,599	50,449	51,299
7	48,708	49,558	50,408	51,258	52,108
8	49,896	50,746	51,596	52,446	53,296
9	51,288	52,138	52,988	53,838	54,688
10	52,860	53,710	54,560	55,410	56,260
11	54,610	55,460	56,310	57,160	58,010
12	56,537	57,387	58,237	59,087	59,937
13	58,638	59,488	60,338	61,188	62,038
14	60,912	61,762	62,612	63,462	64,312
15	63,358	64,208	65,058	65,908	66,758
16	65,975	66,825	67,675	68,525	69,375
17	68,761	69,611	70,461	71,311	72,161
18	71,716	72,566	73,416	74,266	75,116
19	74,839	75,689	76,539	77,389	78,239
20	77,642	79,362	80,212	81,062	81,912