

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

IN THE MATTER BETWEEN)	CASE NO. ACT 88-17-17-W
)	
SOUTH BUTLER COUNTY)	
EDUCATION ASSOCIATION, PSEA/NEA)	
)	
AND)	
)	
SOUTH BUTLER COUNTY)	Jane Desimone, Esq.
SCHOOL DISTRICT)	Fact Finder

FACT FINDING REPORT AND RECOMMENDATIONS

APPEARANCES

For the Employer, South Butler School District
Thomas E. Breth, Esq., Solicitor
Tom Zimmerman, III, Key Insurance & Benefits Services

For the Association, South Butler Education Association, PSEA/NEA
Brooke E. Witt, UniServ Representative
Chris Rupnow, PSEA Research Department

Mediator: Robert K. Lavery

INTRODUCTION

Pursuant to Act 88 of 1992 (Act 88) and the Public Employe Relations Act (PERA) of 1970 as supplemented by 34 Pa. Code §95.61 et seq., the undersigned was appointed by the Pennsylvania Labor Relations Board (PLRB) effective July 18, 2017, to serve as the Fact Finder in an impasse between the South Butler County Area School District (hereafter referred to as the “School District” or the “District”) and the South Butler County Education Association (hereafter referred to as the “Association”).

The District is one of nine (9) school districts located in Butler County in western Pennsylvania. The District provides basic education services to approximately 2290 students. It employs approximately 166 teachers, who comprise the bargaining unit. The Association is the exclusive bargaining representative of the bargaining unit.

BARGAINING AND FACT FINDING HISTORY

The parties’ most recent collective bargaining agreement was a six-year agreement, effective July 1, 2008 through June 30, 2014. Although the parties met on numerous occasions to negotiate a successor agreement, the 2014-2015, 2015-2016, and 2016-2017 school years were completed without a successor collective bargaining agreement in place. The parties proceeded to a previous Fact-Finding based on a request submitted by the Association dated August 10, 2015, with Fact Finder Marc Winters appointed by Order of the PLRB dated August 18, 2015. A Fact Finding Report was issued on September 28, 2015. This report was accepted by the District and rejected by the Association.

On July 10, 2017, the Association requested this fact finding, with the undersigned being appointed as Fact Finder by the PLRB on July 18, 2017. On July 21, 2017, the District filed a Motion to Vacate Appointment

of Fact Finder and Appointment of New Fact Finder. This Motion was denied by the PLRB by Order dated August 15, 2017.

Prior to the Fact Finding hearing held on August 18, 2017, the undersigned was provided with the parties' respective lists of outstanding issues, along with a copy of the 2003 – 2008 collective bargaining agreement. On August 18, 2017, a formal Fact Finding hearing was held at the District's Administrative Offices. At that time, the parties were provided with a full opportunity to present testimony, introduce documentary evidence, and argue in support of their respective positions on the unresolved issues.

UNRESOLVED ISSUES

The Parties provided the undersigned with a list of outstanding issues prior to the Fact Finding hearing. Also provided was a list of Tentative Agreements that had been reached.

Tentative Agreements:

1. Section 16 – School Dismissal, Delay, etc.
2. Section 18 – Association Rights and Privileges, Paragraph B – Printing
3. Section 35B – Involuntary Transfers

District Issues in Dispute:

1. Section 4 – Term of Agreement; Effective Date
2. Section 78 – Salary Schedules, with corresponding Appendices
3. Section 54 – Healthcare Coverage Plan; Monthly Premium Contributions
4. Section 75 – Early Retirement Incentive
5. Section 66 – Compensation for Post-Graduate Work
6. Sections 10.5, 13, 64, 67, 71, 72, Appendices A and F – Supplemental Wages
7. Section 11 – School Day
8. Section 74 – Open House

Association Issues in Dispute:

1. Section 4 – Term of Agreement
2. Section 54, Appendix B – Healthcare Coverage
3. Sections 76, 78, Appendices H-M – Salaries
4. Sections 10.5, 13, 67, 72 – Supplemental Wage

DISCUSSION AND RECOMMENDATIONS

In analyzing the information provided by the parties, the unresolved issues are addressed in the following recommendations. These recommendations have been made after a careful consideration of all the documentary and testimony evidence presented, including the following:

- Current contractual language;
- Testimony and supportive evidence presented at the Fact Finding hearing;
- Comparisons with contractual provisions utilized in comparable School Districts;
- The interest and welfare of the taxpayer and the District's ability to finance and administer the proposals;
- The lawful authority of the District; and
- Stipulations of the parties.
- Fact Finding Report dated September 28, 2015, Marc A. Winters

This Fact Finding Report will constitute the settlement proposal upon which the parties are now required to act as directed by the applicable statutes and PLRB regulations. A vote to accept this report does not

constitute an agreement with or an endorsement of any rationale expressed by the Fact Finder with regard to any particular issue, but rather represents only an agreement to resolve the issues by adopting the recommendations.

The parties' positions were considered and studied on each issue. Except as recommended and/or modified below, it is recommended that the provisions of the predecessor agreement be incorporated into the new Agreement without modification. These recommendations take into account the District's and the Association's proposals and positions.

Issue 1. Section 4 – Term of Agreement

It is recommended that the term of this Agreement to run six (6) years from July 1, 2014 through June 30, 2020.

Issue 2. Section 11 – School Day

It is recommended that this provision be amended to **delete** the following sentence:

The additional ten (10) minutes added to the 2008 -2014 contract will only be used for supervision of students before the first period and/or after the last period of the day and the number and length of class periods will not be changed by using the additional 10 minutes.

It is further recommended that Section 11 be amended to **delete** "An in-service day shall consist of five (5) hours, excluding one hour for lunch", and replace with the following:

All Act 80 and in-service days shall consist of seven hours and thirty (30) minutes, excluding a thirty (30) minute lunch.

Issue 3. Section 54, Appendix B – Healthcare Coverage

It is recommended that the District's Proposal be adopted with the following modifications:

2014 – 2015 school year	Status quo
2015 – 2016 school year	Status quo
2016 – 2017 school year	Status quo
2017 – 2018 school year	Status quo

It is recommended that effective July 1, 2018, the Healthcare Plan be revised as proposed by the Association, with some modifications to read as follows:

The following benefits are available to all full-time, regular part-time actively employed members of the Bargaining Unit, including those bargaining unit members who are on an approved leave of absence:

- A. The District shall provide each eligible employee with health care coverage as described in Appendix "B", with a Health Savings Account (HAS) as described in Paragraph E below. This plan will be implemented effective July 1, 2018. The District reserves the right to self-insure (such as is presently done through the Midwestern Health Combine). The self-insurance plan shall be at least equal to the Plan contained in Appendix "B", as attached to the 2008 – 2014 collective bargaining agreement.
- B. Each active employee shall have the opportunity annually to select insurance plan options, otherwise changes can only be made if a change in life (including retirement) or family status occurs (per IRS Section 125 guidelines). Such annual elections shall

be made in May for the change to be effective the first day of the following year (July 1). For the 2019 annual election, the election will be made in May of 2018.

- C. For the 2014-2015, 2015-2016, 2016-2017, and 2017-2018 school years and through June 30, 2018, the Blue Cross/Blue Shield Preferred Provider Organization (PPO) Blue Plan identified in the prior collective bargaining agreement as Appendix "B" will remain in place. Employees shall continue to pay the 2013-2014 monthly premium contributions throughout the term of this Agreement. Retirees shall be excluded from the above premium contribution in exchange for the PSERS premium assistance under Section 75.G.

Those employees who retired prior to January 1, 2005 may elect coverage under the prior indemnity plan in effect during the contract dated July 1, 1998 to June 30, 2003. However, eligible retirees after December 31, 2004 shall be covered by the Plan currently in effect for the professional employees as provided for in the then-applicable collective bargaining agreement (e.g., the PPO Blue Plan in the current agreement).

- D. To remain unchanged in the 2008 – 2013 collective bargaining agreement, with the exclusion of reference to "based upon the PPO Blue Plan", as set forth in the Association's proposal.
- E. The District will provide each employee with a Health Savings Account (HSA), at the District's sole administrative expense. On July 1st of each year, the District will fund the HSA in an amount equal to the annual deductible as set by the IRS, less the following amounts:

Effective Date	Individual Plan	All Other Plans
July 1, 2018	\$500	\$1000
July 1, 2019	\$500	\$1000

The Overview of PPO Blue Medical Plan in Appendix "B" to be updated by the Reschini group in accordance with the Association's proposed QHDHP.

Issue 4. Section 74 – Open House

It is recommended that Section 74 be changed to state as follows:

All professional employees shall participate in their building's open house program each year. However, professional employees assigned to multiple buildings shall only be required to participate in a limit of (2) open houses within one week. Such a professional employee is entitled to three (3) hours compensation at the rate contained in Section 67 for his or her participation in any additional open houses.

The Open House Program shall be scheduled at the discretion of the District. Early dismissals to the school day shall occur on the last instructional day before the Christmas holiday and on the last instructional day of the school year for the professional employee's participation in an Open House Program. If more than one open house is scheduled on the same night, the District will review the options to permit the greatest participation by staff and parents.

Issue 5. Sections 10.5, 13, 64, 67, 71, 72, Appendix A, Appendix E, Appendix F – Supplemental Wage Increases.

It is recommended that the following Supplemental Wage Increases be implemented during the term of this Agreement:

Effective July 1, 2014 – No Wage Increase
Effective July 1, 2015 – No Wage Increase
Effective July 1, 2016 – No Wage Increase
Effective July 1, 2017 – 3% increase
Effective July 1, 2018 – 3% increase
Effective July 1, 2019 – 3% increase

Issue 6. Sections 76 and Appendices H through N – Wage and Salary Increases and Salary Schedules

It is recommended that the following Wage Increases be implemented during the term of this Agreement:

Effective July 1, 2014 – No Wage Increase
Effective July 1, 2015 – No Wage Increase
Effective July 1, 2016 – One Step movement plus \$1200 on top step
Effective July 1, 2017 – 3% increase
Effective July 1, 2018 – 3% increase
Effective July 1, 2019 – 3% increase

Salary Schedules Attached.

With these recommendations, the Fact Finding Report is complete. It is recommended that all Tentative Agreements reached by the parties be adopted and that all other language in the previous contract not subject to either the parties' Tentative Agreements or the Fact Finder's Recommendations remain as is, without change. Not more than ten (10) days after the issuance of this Report, the parties are to notify the PLRB and each other as to whether or not they accept the recommendations of the Fact Finder. If one or both of the parties reject the report, the PLRB will release the report to the public.

Jane Desimone, Esq.
Fact Finder
August 28, 2017

CERTIFICATE OF SERVICE

It is hereby certified that pursuant to the agreement of the parties, an electronic copy of the foregoing Fact Finding Report was e-mailed this _____ day of _____, 2017 to Larry Cheskawich, Board Secretary of the PLRB at lcheskawic@pg.gov; Brooke E. Witt of PSEA at bwitt@psea.org; Thomas E. Breth, Esq. at tbreth@dmkcg.com; and Robert K. Lavery at rlavery@pa.gov. It is further certified that on this same day, the Fact Finding Report has been sent by Regular U.S. mail to the following:

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