

South Butler County School District

Board Proposal September 26, 2017

This Board Proposal is intended to be a comprehensive and all-inclusive Proposal and as such, each component of the Proposal is contingent upon the other components of the Proposal. Individual provisions of the Proposal are non-severable from the other provisions, absent the mutual agreement of the parties and contingent upon the parties' execution of a separate tentative agreement regarding the individual provision. If the Association does not accept this Revised Proposal in its entirety, the Board retains the right to withdraw, amend, alter, substitute, delete from or add to the Proposal until such time as the parties ratify a new Collective Bargaining Agreement.

The retroactivity (the implementation or effective date) of the terms and conditions of the collective bargaining agreement is an ongoing issue subject to negotiation by the parties. Unless negotiated by the parties and expressly included in the terms and conditions of the new collective bargaining agreement, the School District will be obligated to implement the provisions of the new agreement within a reasonable time period after both parties have ratified and signed the new collective bargaining agreement. The implementation of one provision may be accomplished prior to the implementation of another provision depending upon the complexity of the implementation of the provisions. Unless expressly agreed to by the parties, there will be no retroactive implementation of the provisions of this proposal. For salary schedule purposes, the School District will utilize the salary matrix as of the expiration of the current Collective Bargaining Agreement.

To the extent that the current Collective Bargaining Agreement contains obsolete or outdated language, the Board proposes that the parties mutually agree to eliminate any such language from the new Collective Bargaining Agreement. To the extent that the parties have approved Memorandums of Understanding since the ratification of the current Collective Bargaining Agreement, the Board proposes that the parties incorporate the terms of the Memorandums, if still applicable, into the new Collective Bargaining Agreement. To the extent that the current Collective Bargaining Agreement contains language contrary to or inconsistent with any Board Proposal, said language shall be modified to be consistent with the Board's Proposal.

The above referenced language shall always be a part of any future Board Proposal whether fully contained therein or not. Further, this Proposal is subject to the Board's review and approval of the draft language for the new Collective Bargaining Agreement.

1. The Board is proposing to revise Section 4 – Term of Agreement to read as follows:

The term of this Agreement shall begin on July 1, 2008¹⁴, and shall continue in full force and effect until June 30, 2044¹⁹, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

Either party may commence negotiations over the terms of a successor agreement upon written notification thereof. If no such notification is tendered prior to the expiration date set forth above,

then all terms and conditions contained herein shall be renewed and maintained in full force and effect for a period of one year and thereafter on a year-to-year basis until such time as the parties negotiate a successor agreement.

2. The Board is proposing to revise Section 78 – Salary Schedules and the corresponding Appendix to include wage increases as follows:

Salary schedules for the following school years are set forth on the following Appendixes:

School Year	Appendix
2008-2009	“I” (Note 1)
2009-2010	“J” (Note 1)
2010-2011	“K”
2011-2012	“L”
2012-2013	“M”
2013-2014	“N”
2014-2015	N
2015-2016	N
2016-2017	N
2017-2018	“A”
2018-2019	“B”

For the 2014-2015, 2015-2016 and 2016-2017 school years, the salary schedules will be the same as Appendix N. There will be no step movement for these years. There will be no retroactive compensation for these years.

Beginning with the 2017-2018 school year, each bargaining unit member will move one-step along the salary schedule, except for new hires. The salary schedule for the 2017-2018 school year is attached as Appendix “A”. This salary schedule represents a 3.75% wage increase, inclusive of step movement.

For the 2018-2019 school year, each bargaining unit member will move one-step along the salary schedule, except for new hires. The salary schedule for the 2018-2019 school year is attached as Appendix “B”. This salary schedule represents a 3.75% wage increase, inclusive of step movement.

Note 1: Each professional employee’s 2008-2009 and/or 2009-2010 school year salary increase(s) will be paid in one lump sum payment within 30 days of the ratification of this agreement.

3. The Board is proposing to revise Section 54 – Health Coverage Plan, to read as follows:

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

A. Effective January 1, 2018, the District shall provide each eligible employee and eligible retiree with an option between two health care coverage Plans, ~~Blue Cross/Blue Shield Preferred Provider Organization (PPO) Blue~~ the Consumer Driven Health Plan (CDHP), as described in Appendix "B" with a Health Reimbursement Arrangement (HRA), as described below; or, the Qualified High Deductible Plan (QHDP), as described in Appendix "C" with a Health Savings Arrangement (HSA), as described below. ~~This~~ These Plans will be implemented effective ~~July~~ January 1, 2018. The District reserves the right to self-insure (such as is presently being done through the Midwestern Health Combine). The self-insurance plan shall be at least equal to the Plans contained in Appendix "B" and "C".

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 election shall be made in May for the change to be effective the first day of the following school year (July 1). For the ~~2010-2011~~ 2018 annual election, the election will be made in ~~June 2010~~ November 2017.

C. For the 2014-2015, 2015-2016, 2016-2017 school years, and from July 1, 2017, through December 31, 2017, the Blue Cross/Blue Shield Preferred Provider Organization (PPO) Blue Plan identified in the prior Collective Bargaining Agreement will remain in place.

D. For those employees who select the Consumer Driven Health Plan (CDHP), the District will 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 maximum in-network out-of-pocket expense, there will be a 50/50 cost split with the District responsible for 50% of the cost and the employee responsible for 50% of the cost. If the employee reaches his or her maximum in-network out-of-pocket expense; one hundred percent (100%) of the in-network costs will be covered under the Plan. The maximum in-network out-of-pocket costs to the employees in the 2017-2018 school year will be \$1,000 for individual coverage; and, \$2,000 for all other coverage levels. The District will meet its financial obligation via the employee's HRA account.

E. For those employees who select the Qualified High Deductible Plan (QHDP), the District will provide each employee with a Health Savings Account (HSA), at the employee's sole administrative expense. Effective January 1, 2018, the District will contribute \$270.00 into the employee's HSA for employees who select individual coverage and \$660.00 into the employee's HSA for employees who select family coverage. The District's obligation to contribute into the employees' HSA will decrease by \$120.00 per school year (July 1) each school year thereafter. Employees who elect this Qualified High Deductible Plan (QHDP) will not be required to make the monthly employee premium contributions listed below.

F. Active employees electing to participate in the either of the District's health care plans shall be responsible for a monthly premium contribution according to the following table as listed below:

Chart deleted.

For the 2014-2015, 2015-2016, 2016-2017 school years and from July 1, 2017, through December 31, 2017, the monthly premium contributions identified in the prior Collective Bargaining Agreement will remain in place. Effective January 1, 2018, the Monthly Premium Contributions will increase to \$60.00 per month for Individual coverage; and, \$70.00 per month for all other coverage levels. Effective July 1, 2018, the Monthly Premium Contributions will increase to \$70.00 per month for Individual coverage; and, \$80.00 per month for all other coverage levels.

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).

DG. No change.

NOTE: If the Association fails to ratify accept this Proposal by October 31, 2017, the Qualified High Deductible Plan (QHDP) option listed above will be eliminated as an option.

4. The Board is proposing to revise Section 75 – Early Retirement Incentive to read as follows:

A. Introduction

~~Any employee who retires between July 1, 2008 and July 3, 2010 shall be eligible for the retirement incentive that was in effect in the collective bargaining agreement effective July 1, 2003 through June 30, 2008. These retirees will receive the dental insurance program contained in Appendix “G” of this Agreement and the health care plan in effect for professional employees pursuant to this Agreement and each successor agreement.~~

~~The Early Retirement Incentive Program listed below shall be implemented July 4, 2010 and continue in force throughout the life of this Agreement. These retirees will receive the dental insurance program contained in Appendix “G” of this Agreement and the health care plan in effect for professional employees pursuant to this Agreement and each successor agreement.~~

B.A. Restrictions and Qualifications

All professional employees who wish to apply for the Early Retirement Incentive must submit notification to the Superintendent of Schools on or before March 1 of the school year preceding the effective day of retirement, a notification of retirement to be effective the following school year on the form letter described in this Section below.

CB. Eligibility

In order for an employee to be eligible, he/she must have the equivalent of twenty-five (205) years of employment in Pennsylvania public schools and at least ten (10) twenty (20) years employment in the South Butler County School District, as defined by Public School Employees' Retirement System. ~~Retirees may not take advantage of both the Severance Pay (Section 65) and the Early Retirement Incentive (Section 75) of this agreement. They must choose one or the other based on eligibility.~~

DC. Rights and Benefits

1. The product of \$30.00 multiplied by the number of unused sick days which such professional employee has accumulated immediately preceding retirement.
2. All employees who meet the conditions set forth in Paragraph ~~C. B.~~ above; shall be eligible to receive the ~~dental insurance program contained in Appendix "G" of this Agreement and the health care plan in effect for professional employees pursuant to this Agreement and each successor agreement under the following conditions:~~
 - a. ~~Coverage for~~ The cost of the health care plan ~~and dental insurance plan~~ shall be at the employer's expense, less the employee premium contribution obligations contained in Section 54.
 - b. Each retiree shall elect health care coverage for the health care plan ~~and dental insurance program~~ from one of the following options:

July 1, 2014 through June 30, 2018: For employees who retired between July 1, 2014 through June 30, 2018, they shall elect health care coverage as follows:

- Up to ~~eight (8)~~ five (5) years coverage for retiree and spouse; or
- Up to ~~twelve (12)~~ eight (8) years coverage for retiree only with the option to purchase spousal coverage at the full premium cost. Spousal coverage may be purchased during any or all of the ~~12~~ eight (8) years. The amount provided by PSERS is not credited against the retiree's cost of spousal coverage.
- Once an option is chosen, a retiree will not be permitted to switch between the 85 and 128 year options.

July 1, 2018 through June 30, 2019: For employees who retired between July 1, 2018 through June 30, 2019, they shall elect health care coverage as follows:

- Up to ~~eight (8)~~ four (4) years coverage for retiree and spouse; or
- Up to ~~twelve (12)~~ six (6) years coverage for retiree only with the option to purchase spousal coverage at the full premium cost. Spousal coverage may be purchased during any or all of the ~~12~~ six (6) years. The amount provided by PSERS is not credited against the retiree's cost of spousal coverage.
- Once an option is chosen, a retiree will not be permitted to switch between the 84 and 126 year options.

- c. The health care coverage is defined in Appendix B. ~~The dental insurance benefits are defined in Appendix G.~~
- d. The retiree's right to continued health care coverage automatically ends after the above referenced years of coverage or when the retiree becomes eligible for government-sponsored health care coverage whichever occurs first. Under no circumstance will the School District's obligation exceed ~~eight (8)~~ **the applicable maximum** years of retiree and spouse coverage or ~~twelve (12)~~ **the applicable maximum** years of individual coverage identified above. The spouse of the retiree has no right to continued health care coverage beyond the time period of eligibility for the retiree. In the event that the spouse is eligible for government-sponsored coverage before the retiree, the spouse will no longer be covered through the School District.
- e. The retiree has the option of including eligible dependents (as provided in South Butler County School District contracts with providers) other than spouse. However, the retiree would be required to pay 100% of the additional costs. The amount provided by PSERS is not credited against the retiree's cost of coverage for his or her dependents.
- f. **Notwithstanding provisions of this Agreement to the contrary, Paragraph (C)(2) of this Early Retirement Incentive, including subparagraphs 2(a) through 2(e), shall automatically terminate on June 30, 2019, and only a subsequent mutually agreed upon Collective Bargaining Agreement can make available an Early Retirement Incentive beyond June 30, 2019. The termination of this Early Retirement Incentive will not impact the benefits provided to bargaining unit members who retire prior to June 30, 2019.**

3. The retiree has conversion rights from term life insurance to whole life insurance at the time of retirement. One Hundred Percent (100%) of the cost is to be paid by the retiree. Conversion rights are limited to Ten Thousand Dollars (\$10,000.00) Term Life Insurance.

~~4. The retiree shall receive a longevity bonus of \$225.00 for every year of service in the District.~~

E. All contributions by the employer set forth in ~~D1, D2 and D4~~ **C1 and C2**, above, shall be non-elective employer contributions. All eligible employees must accept this contribution directly into a 403(b) plan. There is not a cash-only option available for the above reimbursement for sick leave or for the longevity bonus pay. Such 403(b) plan shall be set up through the PSEA provider at no charge to the District. The PSEA approved provider can be removed for just cause and a successor provider will be mutually selected.

F. Form of Retirement Letter **No Change.**

G. Act 23 Public Employees' Retirement System Premium Assistance Payments **No change.**

5. The Board is proposing to revise Section 66 – Compensation for Postgraduate Work to read as follows:

A. The School Board will provide compensation for postgraduate credits earned prior to June 30, 1984, as follows:

1. A salary adjustment of \$10.00 per year shall be made for each graduate degree credit, or credit toward certification earned by a member of the professional staff of the South Butler County School District, provided prior approval had been given by the Superintendent of the nature and source of the credits and their relevance to the needs of the School District.
 2. Adjustments will be made annually in September of each year for approved credits earned during the previous year. Exception: Fifteen (15) months prior to September, 1978, but annual thereafter. This payment will be made up to a maximum of thirty (30) credits for holders of the Bachelor's Degree and up to thirty (30) credits for holders of the Master's Degree. Generally, six (6) credits per school term (September-June) shall be considered maximum in the best interest of classroom performance.
- B. The School Board will provide compensation for post-graduate credits earned after June 30, 1984, as follows:
1. For each approved credit so earned by a member of the professional staff of the South Butler County School District, the District shall reimburse the professional employee for ~~the~~ a maximum of six (6) credits obtained each school year at the lesser of (i) the cost of the credits as evidenced by a receipt from the educational institution; or (ii) the then prevailing credit rate charged by the University of Pittsburgh Pennsylvania State System of Higher Education for its State Universities.
 2. Payments to professional employees will be made upon completion of the course following presentation of the transcript and receipt for the credits to the Superintendent.
 3. "Approved credits" shall refer to graduate degree credits or credits toward certification which have been approved by the Superintendent to the nature and source of the credits and their relevance to the needs of the South Butler County School District. "Approved credits" means those courses for which an employee has received a grade of "B" or better for traditionally graded courses and a grade of "Passing" for pass/fail graded courses. This term shall also mean only those courses which are completed at an accredited institution of the Pennsylvania Department of Education or offered directly by the Pennsylvania Department of Education for credit.
 4. Upon recommendation of the Superintendent, the Board will give consideration to reimbursement for the successful completion of those pre-approved courses taken for the purpose of enrichment and not necessarily in pursuit of a degree. The amount and extent of reimbursement in these instances shall be contingent on the nature of the course taken and their significance to the educational preparation of the professional employee.
 5. During any one school semester (September-January) (January-June), a limitation of ~~six (6)~~ three (3) credits shall be considered the maximum in the best interests of classroom performance. The Superintendent shall have the discretion to allow more than three (3) credits during any school semester and/or six (6) credits ~~to be taken~~ during any school year.
 6. An employee who receives reimbursement credit costs for graduate level courses taken beyond the earned Master's Degree will be expected to remain in the South Butler County School District for ~~three (3)~~ five (5) years following the receipt of reimbursement. If an employee voluntarily terminates his/her employment with the District, he/she will return to the District

the all monies paid for tuition reimbursement within sixty (60) months of the employee's last day of employment with the District according to the following schedule: 1st Year 75%; 2nd Year 50%; 3rd Year 25%.

7. The District will waive the reimbursement requirement set forth in ~~article six (6)~~ Paragraph 6, above for any employee who terminates employment from the District to become an annuitant under the Pennsylvania School Employees Retirement System, or who terminates employment as a result of death or disability.

6. The Board is proposing to freeze the compensation contained in Section 10.5 – 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.

7. The Board is proposing to revise Section 11 – School Day to read as follows:

Effective July 1, 2010, the school day shall consist of seven (7) hours and thirty (30) minutes which time shall be consecutive and shall commence with the time a professional employee is required to first report to work and shall include a duty free lunch of not less than thirty (30) minutes. The number and length of class periods during the school day shall be as determined by the Board. ~~The additional ten 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.~~ All Act 80 and in-service days shall consist of seven hours and thirty (30) minutes, excluding a thirty (30) minutes for lunch.

~~An in-service day shall consist of five (5) hours, excluding one hour for lunch.~~

Early dismissals to the school day, as noted in Section 74 – Open House - of this agreement, shall occur on the last instructional day before the Christmas holiday and on the last instructional day of the school year in exchange for the professional employee's participation in an open house program.

As an alternative to the above proposal, the Board is willing to discuss modifications to the existing in-service day requirements which would provide teachers with the ability to meet their requirements outside of their contractual work day and/or work year. For teachers who meet all or part of their requirements outside of their contractual work day and/or work year, they would be excused from attending in-service days at the School District.

8. The Board is proposing to revise Section 74- Open House to read as follows:

All professional employees shall participate in their building's an open house program during each school year. When a professional employee is assigned to more than one building, he or she is

required to participate in the open house program for each assigned building. The professional employee is entitled to three (3) hours compensation at the rate contained in Section 67 for his or her participation in the extra open house(s). 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 in exchange 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.

9. **Tentative Agreements:** The parties' previously signed tentative agreements which relate to the items listed below and are attached to this Proposal:
 - a.) Section 16 – School Dismissal, Delay, etc.
 - b.) Section 18 – Association Rights and Privileges, Paragraph B – Printing.
 - c.) Section 35 – Transfers.

10. In the event that there are any grievances filed prior to the ratification of a new collective bargaining agreement, the Board reserves the right to propose language changes to address the issues raised in the grievances.