



# **PENNSBURY** SCHOOL DISTRICT

134 YARDLEY AVENUE • P.O. BOX 338 • FALLSINGTON, PENNSYLVANIA 19058-0338

# Tentative Agreement

Pennsbury Educational Support Professionals  
Association (PESPA) &  
Pennsbury Board of School Directors

Wednesday, June 28, 2017

# Pennsbury's Mission Statement

Recognizing our proud traditions  
and diverse community,  
the Pennsbury School District  
prepares all students to become creative,  
ethical, and critical thinkers for lifelong  
success in a global society.

# PESPA Members

Approximately 625 Members including:

Bus Drivers/Garage	HVAC/Plumbing
Cleaners	Management Assistants
Clerks	Paraprofessionals
Custodial/Maintenance	Registered Nurses
Electrical Services	School/Instructional/Transportation Aides
ETA's	Secretarial/Clerical/Payroll Support
Grounds Services	Security Personnel

# Negotiation Process

- The process began in November 2016 for the Administrative and Board Negotiating Team
- Formal negotiations with PESPA began in January 2017 and included 8 sessions that were thoughtful and productive.
- The Tentative Agreement is respectful and fiscally responsible.
- Terms of Tentative Agreement:
  - 5 years (Effective 7-1-17);
  - Slight Increases to the Salary Guide;
  - Significant Changes to the Health Care Plan and Employee Contributions; and
  - Significant Language Changes

# Salary Guide Revisions

Year 1 (1% + Column/Longevity Movement)

Year 2 (1% + Column/Longevity Movement)

Year 3 (1% + Column/Longevity Movement)

Year 4 (1% + Column/Longevity Movement)

Year 5 (1% + Column/Longevity Movement)

# Health Care

## New Medical Benchmark Plan

- Migrate from 20/30/70 to 20/40/70 Plan beginning October 2017
  - New plan design includes higher copays for specialists and higher out of pocket maximums
  - It closely resembles the “consortium” plan but affords local control of future decisions
- Can buy up to 10/20/70 by paying 100% of the difference
- Can buy down to a KPOS for a 2% savings on contribution

# Health Care

## Employee Contributions\* to New Benchmark Plan

	2017-18	2018-19	2019-20	2020-21	2021-22
<b>Single</b>	6%	8%	10%	12%	14%
<b>Employee/ Spouse</b>	35%	30%	26%	20%	14%
<b>Family</b>	45%	39%	32%	26%	14%
<b>Parent/Child</b>	23%	21%	19%	15%	14%
<b>Parent/Children</b>	35%	30%	26%	20%	14%

*\*KPOS contributions are 2% less for each tier*



# Health Care

## Cost Containment

- Must be receiving coverage on District plan as of June 30th of prior year to be eligible for waiver payment
- Can only waive from tier of coverage being received as of June 30th of the prior contract year
- For the 2017-18 school year, waiver will be pro-rated effective October 1, 2017

# Health Care

## COST CONTAINMENT

Waiving From:	To:	Monthly Med	Yearly Med	Monthly +Rx	Yearly +Rx
Family	Single	\$120.00	\$1,440.00	\$150.00	\$1,800.00
Family	Parent/Child	\$100.00	\$1,200.00	\$125.00	\$1,500.00
Family	Parent/Children	\$80.00	\$960.00	\$100.00	\$1,200.00
Family	No coverage	\$200.00	\$2,400.00	\$250.00	\$3,000.00
Employee/Spouse	Single	\$80.00	\$960.00	\$100.00	\$1,200.00
Employee/Spouse	No coverage	\$160.00	\$1,920.00	\$200.00	\$2,400.00
Parent/Children	No coverage	\$120.00	\$1,440.00	\$150.00	\$1,800.00
Parent/Child	No coverage	\$100.00	\$1,200.00	\$125.00	\$1,500.00
Single	No coverage	\$80.00	\$960.00	\$85.00	\$1,020.00
New Hire Under CBA		\$80.00	\$960.00	\$85.00	\$1,020.00
Waiving Prior to CBA		\$80.00	\$960.00	\$85.00	\$1,020.00

# Estimated Cost of Contract

	2017-18	2018-19	2019-20	2020-21	2021-22
<b>Total Salary Increase *</b>	\$393,950	\$405,185	\$418,183	\$433,342	\$345,335
<b>Annual Retirements</b>	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
<b>Increased PSERS **</b>	\$47,855	\$52,156	\$56,509	\$59,902	\$44,087
<b>Increased Social Security</b>	\$11,244	\$11,673	\$12,170	\$12,750	\$9,384
<b>Health Care Cost Changes</b>	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
<b>TOTAL</b>	\$605,194	\$616,858	\$630,353	\$646,092	\$554,719

\* Includes % on scale, column movement and classification change for paras

\*\* Offset by committed fund balance reserve appropriation

# Language Changes

Hours of Work	Bereavement Leave
Seniority	Personal Leave
Job Postings	Absences not Covered by Benefit Days
ETA Positions	District-Wide Shutdowns
Sick Leave/Sick Leave Bank	Subcontracting
Paraprofessional Tiering	Mentoring

# Hours Worked

The hours of work for each job classification of employee covered by this Agreement will be determined by the administration in accordance with the needs of the District. Work schedules indicating the hours of work for each employee Member or employee job classification will be promulgated annually in writing by the appropriate building or District level administrator. A Member may be required to stay late by the District for reasons of student safety. Such additional time will be compensated at the Member's hourly rate.

# Seniority

Seniority shall be defined as an employee's Member's length of continuous service with the employer District since the employee's Member's most recent date of hire, regardless of whether the Member has changed job classifications since the most recent date of hire.

# Paraprofessional Tiering

The District shall create two (2) job classifications from the existing “Paraprofessional Special Ed” classification: Paraprofessional I and Paraprofessional II.

Paraprofessional IIs shall be included on the Appendix A Salary Schedules at a rate of pay equal to that of a Paraprofessional I plus \$0.75 per hour.

# Paraprofessional Tiering

A Paraprofessional shall be eligible to be classified as a Paraprofessional II if that Paraprofessional is assigned to work in a 1-to-1 relationship with a student with a diagnosis that results in a placement in an Emotional Support (“ES”) or Autism Support (“AS”) program as initiated through the Individualized Education Program process specifically to address challenging physical behaviors.



# Job Postings

Consideration will be given to application from current employees prior to those from outside the District. The District, in its sole discretion, may waive the interviews of current employees, if such an interview for a position within the same job classification has occurred in the last 90 days.

# Sick Leave Bank

A Bargaining Unit Member utilizing Sick Leave Bank days must return to work for a period of days equal to the number of days taken from the Sick Leave Bank. Should the Member not return for the minimum required period, the Member shall reimburse the District the difference between the amount paid as sick leave and the payments outlined in Sections 15-7 and 15-8 of this Agreement for each Sick Leave Bank day not offset by a day worked after return to the District from leave.

# Sick Leave

The employer District will provide paid leave for the first five (5) days absence in any one (1) fiscal contract year due to the illness of members of the employee's Member's immediate family as defined in Article 13, 13-1. Such payment shall be limited to the employee's Member's available sick leave and personal business days

Up to two five days of such absence shall first be deducted from the employee's Member's available sick leave days.

# Sick Leave

Sick leave will be granted at the rate of twelve (12) days per year for twelve (12) month employees Members and ten (10) days per year for ten (10) month employees Members, who work five (5) or more hours per day, cumulative without limit. Part-time employees Members working 4.0 to 4.9 hours per day will receive six (6) eight (8) days sick leave per year, accumulative without limit. Hourly employees Members working less than four (4) hours per day will receive three (3) five (5) days sick leave per year, accumulative without limit.

# Absences Not Covered by Benefit Days

## **Eliminated Article 17**

17-1: “All personal benefit days must be exhausted before a deduct day is charged.”

- 17-2 through 17-7 outline specific clauses for implementation

## **Eliminated Article 10, Section 7: Holidays**

District-wide closings over holiday periods and for energy purposes may necessitate the use of accrued vacation or personal business days for the applicable days during each physical year. Deduct days will be charged to those employees who have neither accrued vacation nor personal business days.

# Bereavement Leave

The Board will grant to any Bargaining Unit Member a leave of absence with regular pay for up to five (5) days from the contiguous to the death of any member of the immediate family...Such leave may be delayed if the burial is delayed.

The District shall not count weekend days but shall count scheduled paid and unpaid school holidays and unscheduled District-wide shutdown days.

# Personal Leave

If a Bargaining Unit Member is requesting use of one (1) day immediately preceding or following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall notify the Superintendent or his/her designee ten (10) days in advance of the selected day.

If a Bargaining Unit Member is requesting one (1) day immediately preceding and one (1) day immediately following a scheduled school vacation, the Bargaining Unit Member shall indicate for which of the two (2) days approval is sought.

# Personal Leave

As long as the District is able to maintain normal operations, no request will be unreasonably denied. Requests will be considered based on order of receipt by the District.

No more than ten percent (10%) of the Bargaining Unit shall be granted personal leave on any one (1) day.

Only one (1) personal day two (2) personal leave days will be allowed between May 1<sup>st</sup> 15<sup>th</sup> and June 20<sup>th</sup> the end of the school year of each fiscal contract year.



# Reporting During Shutdowns

A District-wide shutdown is an available work day on the District calendar that is not a defined Holiday under Article 10 of this Agreement that the District is closed and only Essential Employees may be required to report.

## **For Essential Employees:**

In the event of a District-wide shutdown, Bargaining Unit Members required to report will be compensated at a rate equal to one-and-one-half the normal hourly rate for the time required by the District.

# Reporting During Shutdowns

## **For 12-Month Non-Essential Employees:**

In the event of a District-wide shutdown, 12-Month Bargaining Unit Members not required to report will not lose any compensation from the salaried position.

## **For 10-Month Non-Essential Employees:**

In the event of a District-wide shutdown, 10-Month Bargaining Unit Members not required to report will have a corresponding work day rescheduled to a different date on the District calendar corresponding to a rescheduled Student Day.

# Classified Employee Mentors

## Eliminated Article 50

50-1: “Each new classified employee shall be assigned a mentor during the new employee’s first year of employment.”

- 50-2 through 50-3.6 outline specific clauses for implementation

# Subcontracting

From September 1, 2013 June 30, 2017 until June 29, 2017 June 29, 2022, the Pennsbury School District will not be able to engage in any further subcontracting of Bargaining Unit work, unless: (1) there are no reasonably available qualified individuals to fill the position; (2) there are emergent reasons to fill a position quickly, particularly when there is no qualified individual available; (3) unless the Bargaining Unit agrees to such subcontracting of services; or (4) unless there has been a historical practice of subcontracting that work through outside agencies.

# Subcontracting

## **Removed the following clause:**

Notwithstanding the foregoing, the District further agrees that from September 1, 2013, until June 29, 2017, the District will minimally guarantee that there will be no less than 625 Bargaining Unit positions employed by the District.

# Education Technology Associates

The “Education Technology Associate” job classification (“ETA”) will be eliminated at the secondary level effective for the 2017 – 2018 contract year and at the elementary level effective for the 2018 – 2019 contract year.

# Education Technology Associates

Any furloughed Member holding an ETA position shall be able to transfer into any available vacant Bargaining Unit position for which he/she is qualified at the time of furlough. If no vacant position exists, the Member shall have recall rights to the first available position for which he/she is qualified. If the Member refuses this position, the recall rights are forfeited. A furloughed ETA Member shall be granted an interview for any newly-created technology position for which he/she is qualified.

# Thank you

