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October 7, 2021

Marla Lipkin, President
Pennsbury Educational Support Professionals Association (PESPA)
134 Yardley Avenue
P.O. Box 338
Fallsington, PA 19058

Re: PSD/PESPA Tentative Agreement

Dear Marla:

You will find the details of the tentative agreement between the Pennsbury School District Board of School Directors (the "Board") and the Pennsbury Educational Support Professionals Association (the "Members"). It is my understanding that the members of PESPA will vote to ratify the tentative agreement on October 20, 2021. The Board will vote on the tentative agreement on October 21, 2021 at 7:30 p.m.

Note: all language that is underlined (example) reflects new language; all language that is struck through (~~example~~) reflects language to be specifically removed from the Collective Bargaining Agreement.

LENGTH OF CONTRACT: 5 years – July 1, 2022 through June 30, 2027

SALARY INCREASE:

Article 6, Salaries, Section 6-1.4: Base Hourly Wages:

2022-2023 – 1.85% salary increase; step/longevity movement; however, there will be no credit for years of service at all for the purposes of step or longevity movement as a result of the complete salary freeze and step/longevity freeze during the 2011-2012 through the 2013-2014 time periods.

2023-2024 – 1.85% salary increase; step/longevity movement; however, there will be no credit for years of service at all for the purposes of step or longevity movement as a result of the complete salary freeze and step/longevity freeze during the 2011-2012 through the 2013-2014 time periods.

2024-2025 – 1.85% salary increase; step/longevity movement; however, there will be no credit for years of service at all for the purposes of step or longevity movement as a result of the complete salary freeze and step/longevity freeze during the 2011-2012 through the 2013-2014 time periods.

2025-2026 – 1.85% salary increase; step/longevity movement; however, there will be no credit for years of service at all for the purposes of step or longevity movement as a result of the complete salary freeze and step/longevity freeze during the 2011-2012 through the 2013-2014 time periods.

2026-2027 – 1.85% salary increase; step/longevity movement; however, there will be no credit for years of service at all for the purposes of step or longevity movement as a result of the complete salary freeze and step/longevity freeze during the 2011-2012 through the 2013-2014 time periods.

Article 6, Salaries, Section 6-2: Longevity:

<i>Years of Service Completed as set forth in this Agreement</i>	<i>Longevity Increase Amount</i>	
<i>15 (fifteen) years</i>	<i>\$.25</i>	<i>\$.40</i>
<i>20 (twenty) years</i>	<i>\$.40</i>	<i>\$.55</i>
<i>25 (twenty-five) years</i>	<i>\$.55</i>	<i>\$.65</i>
<i>30 (thirty) years</i>	<i>\$.65</i>	<i>\$.75</i>
<i>35 (thirty-five) years</i>	<i>\$.75</i>	<i>\$.85</i>

SALARY ADJUSTMENTS:

Compensation for the job classifications “Bus Driver” and “Dispatcher/Bus Driver” will be as follows for the 2022-2023 year. The new rate scale will be introduced for the 2022-2023 salary schedule and the 1.85% increase will be applied beginning with the 2023-2024 year.

2022-2023

NEW	A	B	C	D	E	F	G	H	I	J	K
0 YRS	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30-34 YRS	35+ YRS
21.13	21.97	22.39	22.81	23.66	24.50	25.35	25.75	25.90	26.00	26.10	26.20

Compensation for the job classification “Registered Nurse” will be adjusted so that the “New” Column will reflect a rate of \$24.00 with the columns thereafter being adjusted proportionally in accordance with the current salary scale. The new rate scale will be introduced for the 2022-2023 salary schedule and the 1.85% increase will be applied beginning with the 2023-2024 year.

2022-2023

NEW	A	B	C	D	E	F	G	H	I	J	K
0 YRS	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30-34 YRS	35+ YRS
24.00	24.96	25.44	25.91	26.86	27.84	28.79	29.19	29.34	29.44	29.54	29.64

Compensation for the job classifications “Truck Mechanic,” “Carpenter,” “Electrical Mechanic,” and “Plumbing/HVAC Mechanic” will be adjusted so that the “New” Column will reflect a rate equivalent to \$23.00 plus a 1.85% increase applied beginning with the 2022-2023 year with the columns thereafter being adjusted proportionally in accordance with the current salary scale.

2022-2023

NEW	A	B	C	D	E	F	G	H	I	J	K
0 YRS	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30-34 YRS	35+ YRS
23.43	24.36	24.83	25.29	26.21	27.17	28.10	28.50	28.65	28.75	28.85	28.95

The job classifications of “Sec/Clerk High School Disc,” “Sec/Clerk Secondary,” “Sec/Clerk Transportation,” “Secretary Publ Inf & Comm Rel,” “Secretary Athletics,” “Secretary Community Partnerships,” “Secretary Curriculum 10 Months,” “Secretary Elementary Principal,” “Secretary Guidance,” “Secretary Guidance HS,” “Secretary Physical Plant & Facilities,” “Secretary Purchasing,” “Secretary School to Career,” “Secretary Secondary Principal,” “Secretary Spec. Ed Psychologists,” “Secretary Special Ed (Registrations),” “Secretary Special Education 10 Months,” “Secretary Special Ed,” “Secretary/Clerk,” and “Secretary/Clerk High School” will be consolidated into three (3) job classifications with pay rates equivalent to \$17.92, \$19.10, and \$21.13 as shown on the 2021-2022 salary schedule. Those job classifications currently earning a pay rate of \$17.48 will be moved to the equivalent job classification currently earning a pay rate of \$17.92. No Member shall receive a reduction of pay as a result of the consolidation of job classifications. The consolidation will take effect at the beginning of the new contract term. The 1.85% increase will be applied beginning with the 2022-2023 year.

HEALTHCARE:

Article 14, Insurances, Section 14-1.1:

The above references to IBC's Personal Choice and Keystone plans are name brands for Independence Blue Cross. The District may, at their discretion, offer comparable plans administered through either Independence Blue Cross or the Delaware Valley Health Trust (DVHT). Any change in insurance administration shall be managed through an open enrollment period. The Administration will provide the Association notice of a change in administration and open enrollment period by March 1st.

A fund totaling \$15,000 will be created by the District for matching payments to Bargaining Unit Members who participate in the following Delaware Valley Health Trust (DVHT) wellness initiatives, as defined by DVHT: biometric screening, colonoscopy, women's well visit, and mammogram. Matching payments shall be available for so long as funds exist in the initial fund. Matching payments will be distributed on a first-come, first-served basis in a process determined by the Administration. The fund shall not be replenished.

Article 14, Insurances, Section 14-1.4:

Each Bargaining Unit Member shall contribute the following percentage of the premium cost for the health benefit plan ~~and subscriber category~~ as selected by the Bargaining Unit Member. Contributions for the Independence Blue Cross 10/20/70 plan will utilize the benchmark premium share percentages below in accordance with the provisions of Section 14-1.3.

2022-2023:	14%
2023-2024:	14.5%
2024-2025:	15%
2025-2026:	15.5%
2026-2027:	16%

Article 14, Insurances, Section 14-2:

The District has established the UCCI Flex Dental Plan as the base plan. Bargaining Unit Members will contribute a percentage of the monthly premium towards their dental coverage as follows:

2017-2022 — 5%	<u>Effective July 1, 2022, 16% of total premium</u>
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ADDITIONAL PROVISIONS:

Article 7, Uniforms:

7-1.1. Full-time Bargaining Unit Members working in the Maintenance Department or Bus Garage and required to wear work boots will be reimbursed at the rate of up to ~~one-hundred forty dollars (\$140.00)~~ two-hundred dollars (\$200.00) for each year of this Agreement, upon submission of the Bargaining Unit Member's receipts of purchase for required uniforms.

7-1.2. Bargaining Unit Members in the "Custodian" and "Cleaner" job classifications will be reimbursed at the rate of up to seventy-five dollars (\$75.00) for the purchase of appropriate shoes for each year of this Agreement, upon submission of the Bargaining Unit Member's receipts of purchase for required uniforms.

The above 7-1.2 will be a new section. All other sections to be renumbered accordingly.

Article 13, Holidays:

13-1. Full-time twelve (12) month Bargaining Unit Members are entitled to ~~twelve (12)~~ thirteen (13) paid holidays:

New Year's Day	July 4 th
<u>Martin Luther King Day</u>	Labor Day
Presidents' Day	Veteran's Day
Easter (2 days)	Thanksgiving (2 days)
Memorial Day	Christmas (2 days)

13-2. ~~Eleven (11)~~ Twelve (12) days are recognized as paid holidays for ten (10) month Bargaining Unit Members working a minimum of five (5) hours per day provided that the holiday falls within the period that the Bargaining Unit Member is on active payroll:

New Year's Day	Labor Day
<u>Martin Luther King Day</u>	Veteran's Day
Presidents' Day	Thanksgiving (2 days)
Easter (2 days)	Christmas (2 days)
Memorial Day	

13-3. Part-time Bargaining Unit Members who work 4.0 to 4.9 hours per day are entitled to ~~eight (8)~~ nine (9) paid holidays provided that the holiday falls within the period that the Bargaining Unit Member is on active payroll:

New Year's Day	Memorial Day
<u>Martin Luther King Day</u>	Veteran's Day
Presidents' Day	Thanksgiving Day
Easter (2)	Christmas Day

In contract years when the first day of the school year for the District falls before Labor Day, part-time Bargaining Unit Members who work 4.0 to 4.9 hours per day are also entitled to Labor Day as a paid holiday.

13-8. Any Bargaining Unit Member eligible for those days designated by the Administration in the 12-month calendar for energy conservation (energy savings days) may elect to utilize energy savings days as a Floating Holiday as a reasonable accommodation for observances of a

religious or other personal nature (i.e. Rosh Hashanah, Yom Kippur, Eid al-Fitr or similar observance). The day must be requested in advance and must be pre-approved by the Bargaining Unit Member's supervisor. A Floating Holiday is either used for the designated observance or as an energy saving day and does not accumulate or convert to other sick, vacation, personal or holiday time.

Article 16, Bereavement Leave:

- ~~16-1. The Board will grant to any Bargaining Unit Member a leave of absence with regular pay for up to five (5) days contiguous to the death of any member of the immediate family of the Bargaining Unit Member. Such leave may be delayed if the burial is delayed. A request for non-contiguous days for exceptional circumstances may be made, and the District shall not unreasonably deny such an accommodation. The District reserves the right to request proof of such delay or exceptional circumstances. Members of the immediate family shall be defined as husband, wife, father, mother, brother, sister, son, daughter, step father, step mother, step brother, step sister, grandchild, parent in law, son in law, daughter in law or near relative who resides in the Bargaining Unit Member's household.~~
- ~~16-2. A Bargaining Unit Member shall be granted a leave of absence for the day of the funeral in the event of the death of a near relative. A near relative shall be defined as a first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother in law or sister in law of the Bargaining Unit Member or the Bargaining Unit Member's spouse. If attendance at a funeral requires travel in excess of one hundred fifty (150) miles up to two (2) additional days may be granted if necessary.~~
- 16-1. Immediate Family. Whenever a Bargaining Unit Member shall be absent from duty because of a death in the immediate family of said Bargaining Unit Member, there shall be no deduction in salary for an absence up to five (5) days. Bereavement Leave days do no need to be taken consecutively but must be used within thirty (30) calendar days from the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandchild, step-father, step-mother, step-brother, step-sister, parent-in-law, son-in-law, daughter-in-law, or near relative who resides in the same household, or any person with whom the Bargaining Unit Member has made his/her home. In the rare instance that the burial is delayed more than thirty (30) calendar days from the death, one (1) additional day shall be granted for attendance at the funeral. Documentation of the funeral showing name of the deceased and date may be requested by the School District to approve compensation of this day.
- 16-2. Near Relative. In the case of a near relative, there shall be no deduction in salary for absence on the day of the funeral. Up to two (2) additional days may be granted for the death of a near relative where the traveling distance exceeds a one hundred fifty (150) mile radius. A near relative shall be defined as first cousin, grandfather, grandmother,

aunt, uncle, niece, nephew, step-grandparent, step-grandchild, brother-in-law or sister-in-law.

16-3. For all leave requests under this section, Proof of death (such as an obituary notice) and relationship to the deceased shall be provided to the Bargaining Unit Member's supervisor.

16-4. In calculating Bereavement Leave, the District shall not count weekend days but shall count scheduled paid and unpaid school holidays and unscheduled District-wide shutdown days.

Article 21, Personal Leave:

21-1. Bargaining Unit Members may be granted time off when it is necessary to conduct personal affairs. Prior supervisory approval after a request is presented in writing is necessary for such absence. Bargaining Unit Members are required to inform their supervisors at least twenty-four (24) hours in advance of use of a personal leave day whenever possible. Bargaining Unit Members will be paid for the time lost from work. A maximum of three (3) days per contract year may be granted for such personal affairs, pro-rated for the last year of employment or if the Bargaining Unit Member takes an unpaid leave of absence during a year. Unused personal leave days will not be cumulative. At the conclusion of each year, one (1) unused personal leave day may be carried over into the next year for a total of four (4) personal leave days. At no time shall a Bargaining Unit Member have more than four (4) total personal leave days.

21-2. Probationary Bargaining Unit Members will not be eligible for personal leave until after the completion of the probationary period.

21-3. Personal leave days are discouraged from being used to extend paid or non-paid holidays or vacation periods. 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 use of one (1) day immediately preceding and one (1) day immediately following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall submit a request in writing to the Superintendent or his/her designee at least ten (10) days in advance of the first selected day for approval of one (1) of the two (2) selected days. The Bargaining Unit Member shall indicate for which of the two (2) days approval is sought. 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 membership of the Bargaining Unit in any one assigned building, or in any one department in the case of transportation, custodial, or facilities Members, shall be granted personal leave on any one (1) day. In the event that more than ten percent (10%) of the membership of the

bargaining unit in any building or department, as applicable, request the same day for personal leave, the earliest request(s) will be granted the day requested. Only two (2) personal leave days will be allowed between May 15th and the end of the school year of each contract year. Exceptions may be granted in the event of an emergency. At the conclusion of each contract year, unused personal leave days shall automatically be converted into unused sick leave and shall be credited to the Bargaining Unit Member's accumulated unused sick leave, **except for any day designated by the Member to be carried over pursuant to Section 21-1.**

Article 29, Subcontracting:

- 29-1. From June 30, ~~2017~~ **2022**, until June 29, ~~2022~~ **2027**, 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.
- 29-2. This provision will sunset on June 29, ~~2022~~ **2027**, and effective June 30, ~~2022~~ **2027**, the District will not be limited by this subcontracting language.
- 29-3. Further, notwithstanding the foregoing, during the time period of June 30, ~~2017~~ **2022** until June 29, ~~2022~~ **2027**, the District agrees that it will not reduce any Bargaining Unit Bargaining Unit Member's hours for the sole purpose of saving on the payment of health care benefits.

Article 50, Transportation:

- 50-1. A Transportation Manual Committee, consisting of the Director of Human Resources, Director of Transportation, and the Transportation Specialist, and three (3) Association representatives will be developed. The Transportation Manual Committee will meet at least once a year to discuss suggested updates to the Transportation Manual. Any member of the Transportation Manual Committee may recommend a meeting of the committee as the need arises. Issues that cannot be resolved by the Transportation Manual Committee will be presented to the Business Administrator. If a resolution is not achieved at the level of the Business Administrator, the unresolved issue will be presented to the District Superintendent for final resolution. **The Transportation Manual shall be considered a part of this Agreement and be attached hereto as an Appendix. Copies of the Transportation Manual will be provided to Bargaining Unit Members upon request.**
- 50-3. **Transportation Bargaining Unit Members (i.e. Bus Drivers, etc.) shall be paid for actual time worked. Transportation Bargaining Unit Members shall be required to keep track of worked time through a system designated by the Administration.**

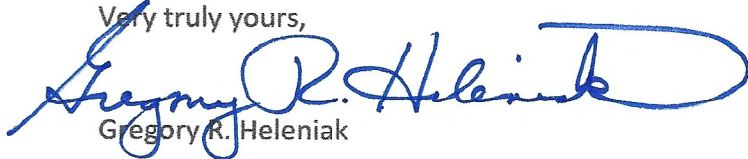
Marla Lipkin, President, PESPA

October 7, 2021

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All other provisions of the 2017-2022 Collective Bargaining Agreement will remain in force. If you have questions or comments, please do not hesitate to contact me. I will be available on my cell phone during the time you are meeting with your members.

Very truly yours,



Gregory R. Heleniak

cc: Brad Gross, PSEA-NEA UniServ Representative
Pennsbury School District Board of School Directors
Thomas A. Smith, Ed.D., Superintendent
Chris Berdnik, PCSBA, Chief Financial Officer
Bettie Ann Rarrick, Director of Human Resources
Michael P. Clarke, Esquire, Solicitor

I CERTIFY THAT THE TERMS ABOVE REFLECT THE AGREEMENT REACHED BETWEEN THE PENNSBURY SCHOOL DISTRICT AND THE PENNSBURY EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION DURING THE NEGOTIATIONS OF THIS CONTRACT.

DATE: October 8, 2021



Marla Lipkin, PESPA, President