

***In the Matter of Arbitration Between:***

**CENTRAL BUCKS EDUCATION SUPPORT  
PROFESSIONAL ASSOCIATION (ESPA), PSEA**

**Non-Binding Interest Arbitration**

**and**

**Walt De Treux, Esq., Arbitrator**

**CENTRAL BUCKS SCHOOL DISTRICT**

*Hearing Date: 10/26/21*

*Decision Date: 12/8/21*

**Appearances:** For the ESPA – Christopher Wolf, *PSEA REPRESENTATIVE*  
For the District – Alfred J. D’Angelo, Jr., Esq., *COZEN O’CONNOR*

**Introduction and Statement of Relevant Facts**

Central Bucks ESPA and Central Bucks School District are parties to a collective bargaining agreement that expired on June 30, 2021. The parties have not been able to agree on a successor contract and continue to work under the terms of the expired agreement. As part of the collective bargaining impasse process, their issues in dispute were submitted to non-binding interest arbitration. On October 26, 2021, a hearing was held at the School District offices in Doylestown, Pennsylvania, during which time both parties had a full and fair opportunity to present documentary and other evidence, examine and cross-examine witnesses, and offer argument in support of their respective positions.

During negotiations, the parties reached tentative agreements on many issues, most of which are not expressly addressed in this Award but remain in effect. In arbitration, the parties sought to revise some of those tentative agreements. I decline to do so. However, as noted in ¶15 below, I have clarified the impact of altering the Recognition Provision as it relates to wages and benefits for employees who work less than 20 hours per week.

During negotiations, the parties struggled to reconcile their goal of properly compensating ESPA members for their valuable work for a District that is projecting significant deficits in the coming years. It is beyond the scope of this process to discern who is correct in their projections for future financial health of the District. This non-binding Award seeks to balance the parties' interests, often by finding reasonable compromise in their respective positions, while taking into consideration the contract enhancements already agreed to during negotiations.

Specifically as to wages, the recommended increases include a ratification bonus (not added to base salary) in the last year of the contract that represents more than a 1% of salary for the bargaining unit as a whole. The advisory Award also adjusts medical and dental premium shares at a more gradual rate than the District proposed to better coordinate those adjustments with the wage increases.

I decline to recommend the addition of a waiver or opt-out payment for employees electing not to take health insurance. Approximately 82 bargaining unit members currently waive health insurance. The record evidence does not indicate that the District would receive any financial benefit by giving these employees a waiver payment. I would suggest to the parties that they consider whether there is a certain number of additional employees needed to waive health insurance that would result in healthcare savings.

Although I am not recommending it as part of this Award, the parties may also want to consider the benefits of the District assigning 6 hours of work per day to employees currently working between 5.9 and 6 hours. I am not recommending it due to the significant costs it

would add for benefits. It seems likely that it would help attract the best candidates when attempting to fill vacancies.

This Award is intended to represent a fair economic package that recognizes the bargaining unit’s contribution to the success of the District while respecting the financial constraints faced by the District.

The following are the terms of this non-binding interest arbitration award:

**1. Term**

The Agreement shall be effective July 1, 2021 through June 30, 2026.

**2. Wages**

Bargaining unit members shall receive the following wage increases:

- FY2021-22 2.5% (retroactive to July 1, 2021)
- FY2022-23 2.0%
- FY2023-24 2.5%
- FY2024-25 2.0%
- FY2025-26 1.0% and ratification bonuses (not added to base salary) according to the following schedule based on hours worked per day:

hrs/day	Stipend
8	600
7	600
6	300
5	300
4	300
3	100
2	100

**3. Medical Insurance**

The monthly payroll deduction for the BMCS POS shall be the following percentage of premium:

	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY2024- 2025	FY2025 2026
12-mo Ee	14%	14%	14%	15%	15%
10-mo Ee	15%	15%	15%	16%	16%

The monthly premium for BMCS Open Choice 1 and BMCS Open Choice 2 shall be as follows:

	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY2024- 2025	FY2025 2026
12-mo Ee	24%	24%	24%	24%	24%
10-mo Ee	26%	26%	26%	26%	26%
Open Choice 3	8%	8%	9%	9%	9%

#### 4. Dental Insurance

- a. Effective July 1, 2022, the annual limit for the group dental benefit program shall be increased to \$2500 per person per year
- b. Premium cost sharing for dental insurance shall be at the following percentages:

	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY2024- 2025	FY2025 2026
Single Coverage	\$3	\$4	\$5	\$6	\$8
Ee Plan 1	\$6	\$8	\$10	\$12	\$14
Family	\$6	\$10	\$12	\$15	\$20

#### 5. Recognition

The language regarding employees who currently work less than 20 hours per week in the recognition clause, of the Collective Bargaining Agreement, is removed. The recognition clause shall be replaced with the language as stated in the Nisi PLRB certification, listed below. For the life of this Collective Bargaining Agreement, all employees who currently work less than 20 hours per week, and any new hires working less than 20 hours per week, shall receive benefits and compensation as determined by the district, in accordance with its existing practices.

The bargaining unit is a subdivision of the employer unit comprised of all full-time and regular part-time nonprofessional employees including, but no limited to, clerks, staff nurses, secretarial employees, educational assistants, custodial/maintenance

employees, technology employees, security personnel, and cafeteria employees; and excluding management level employees, supervisors, first-level supervisors, and confidential employees as defined in the Public Employee Relations Act, Act 195.

## **6. Educational Assistants**

Except as provided below, Instructional Educational Assistants who hold teacher certifications shall continue to receive a supplemental rate of \$1 per hour. If utilized as a classroom substitute, certified Instructional Educational Assistants and emergency certified Instructional Educational Assistants shall receive an additional \$1 per hour or \$.50 per hour, respectively, for each half day they are required to cover one or more classes in the absence of a teacher. If asked to cover a class in the morning and the afternoon, the enhancement shall apply to the entire day.

At the beginning of the school year, an EA who holds such certification may elect not to participate and will not be utilized to cover classrooms and will not receive the supplemental \$1 per hour referenced in the first paragraph of this section.

## **7. Snow Removal**

The parties reached a tentative agreement regarding the snow removal issue. That tentative agreement will not be disturbed by this Award.

## **8. Holidays**

As agreed to by the parties in negotiations and undisturbed by this Award – Effective January 1, 2022, 10-month employees shall be entitled to two (2) paid holidays –Thanksgiving and New Year’s Day – during the fiscal year.

*Walt De Treux*

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WALT De TREUX