



AGREEMENT

BETWEEN THE

WEST CHESTER AREA SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

WEST CHESTER SERVICE SUPPORT PROFESSIONALS
(ESPA-PSEA)

JULY 1, 2015 THROUGH JUNE 30, 2019

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	AGREEMENT	1
	1.01 Date of Agreement	1
	1.02 Legal Aspects of Agreement	1
	1.03 Consideration	1
II	VESTED BOARD AUTHORITY	1
	2.01 Responsibility to Establish Policies	1
	2.02 Definition	1
III	RECOGNITION	2
	3.01 Description of Unit	2
IV	ASSOCIATION AND EMPLOYEE RIGHTS	2
	4.01 Maintenance of Membership	2
	4.02 Dues	2
	4.03 Pay for Time Not Worked	3
	4.04 Association and Non-Related School Activity	3
	4.05 Use of School Facilities	3
	4.06 Use of Interschool Mail Facilities	3
	4.07 Posting Vacancies	3
	4.08 Transfers	3
	4.09 Association Days	3
V	SETTLEMENT OF DISPUTES	4
	5.0 General	4
	5.1 Definitions	4
	5.2 Procedure	4
VI	STRIKES AND LOCKOUT	7
VII	EMPLOYEE BENEFITS	7
	7.01 Holidays	7
	7.02 Vacations	7
	7.03 Hospitalization, Medical Surgical & Major Medical Insurance	8
	7.04 Life Insurance	10
	7.05 Dental Plan	10
	7.06 Prescription Drugs	11
	7.07 Vision Care	11
	7.08 Cadillac Tax	12
	7.09 Income Protection Plan	12

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	7.10 Sick Leave	13
	7.11 Personal Emergencies	13
	7.12 Leave Increments	13
	7.13 Bereavement Leave	14
	7.14 Time Off to Fulfill Religious Obligations	14
	7.15 Military Leave	14
	7.16 Military Training	14
	7.17 Jury Duty or Witness in Court	15
	7.18 Family and Medical Leave Act	15
	7.19 Sick Leave Bank	15
	7.20 Other Absences	15
VIII	WAGES	15
	8.01 2015-2019 Settlement	15
	8.02 Work Day	15
	8.03 Work Week	15
	8.04 Work on Holidays and Sundays	15
	8.05 Pay Period	15
	8.06 Emergency Call-In Pay	16
	8.08 Substitutes for Head Cust/Lead Person	16
	8.09 Commercial Driver's License (CDL)	16
	8.10 Unsatisfactory Performance Evaluation	16
	8.11 Mandatory Direct Deposit	17
	8.12 Promotion Placement	17
IX	MISCELLANEOUS	17
	9.01 Probationary Employees	17
	9.02 Seniority	17
	9.03 Mileage Reimbursement	20
	9.04 Copies of Agreement	21
	9.05 Termination of Employment	21
	9.06 Tuition Reimbursement	21
	9.07 Subcontracting	21
X	TERMINATION, EFFECTIVE DATE AND OTHER CONDITIONS OF CONTRACT	22
	WITNESS	23
	APPENDIX A-Wage Scale	24

AGREEMENT

between

WEST CHESTER AREA SCHOOL DISTRICT, BOARD OF EDUCATION

and

WEST CHESTER SERVICE SUPPORT PROFESSIONALS

ESPA-PSEA

(Custodial and Maintenance Employees)

ARTICLE I **AGREEMENT**

- 1.01 This agreement is made and entered into this 23 day of February, 2015 by and between the West Chester Area School Board, who shall hereinafter be referred to as the "Board", and the West Chester Service Support Professionals – ESPA-PSEA, who shall hereinafter be referred to as the "Association".
- 1.02 If any provision of the agreement or any application of this agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 1.03 In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE II **VESTED BOARD AUTHORITY**

- 2.01 The Board shall at all times exercise its exclusive authority to establish policy in all matters relative to the proper conduct of the public schools within its jurisdiction.
- 2.02 The operation and management of the District and the direction of its staff are vested in the Board in accordance with the Pennsylvania School Code and Sections 702 and 703 of Act 195. In accordance with the Pennsylvania School Code and Sections 702 and 703 of Act 195, the Board has, among other things, the rights to operate the District; to direct the working force, to select its supervisory personnel, to hire new employees, to assign work, to discipline, and to discharge employees for cause.

ARTICLE III

RECOGNITION

- 3.01 The Board agrees to recognize the Association as the sole bargaining agency for all full-time employees: custodians, groundskeepers, maintenance employees, drivers, warehouse employees, utility employees, or any combination thereof: excluding all professional employees, supervisors, first level supervisors, and confidential employees, as defined by Act 195, who are employed in the West Chester Schools, on all matters relating to wages, hours, and working conditions as determined by law.

ARTICLE IV

ASSOCIATION AND EMPLOYEE RIGHTS

- 4.01 All employees who, as of the date of this agreement, have joined the Association or who join the Association in the future as a condition of employment, must remain members for the duration of this collective bargaining agreement so providing with the proviso that any such employee or employees may resign from the Association during a period of fifteen (15) days prior to the expiration of this agreement.
- 4.02 The Board agrees to make payroll deductions from the salaries of bargaining unit members. The Association will be responsible for giving the Board the names of bargaining unit members for payroll deductions. In accord with the Fair Share Bill, appropriate payroll deductions will be made for non-members. Such deductions will be made in equal installments out of each subsequent pay during the balance of the fiscal year. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by any reasons of actions taken by the Board in reliance upon documents by the Association to the Board and in complying with any of the provisions of this Article.
- a. Deductions for the first pay of the fiscal year will be made provided the list is given to the Human Resources Office by June 15. After June 15, all additional payroll deduction lists must be submitted at least two (2) weeks prior to a payday.
 - b. The duplicate copy of any list will be returned to the Association and will indicate the amount of money that will be deducted in each pay for each name on the list.
 - c. All monies deducted will be turned over to the treasurer of the Association within ten (10) calendar days following the pay date.
- 4.03 Whenever a member of the Association is requested by the Administration to attend a meeting during regular working hours, he/she shall suffer no loss in salary.

- 4.04 No employee or representative of the Association shall engage in Association business during regular working hours except during lunch break and lunch break of every other employee involved.
- 4.05 The Board will permit the Association reasonable use of school facilities and equipment for Association business within the established policies and procedures of the District.
- 4.06 The Association, as sole bargaining agent, shall have the use of the interschool mail and school mail boxes, provided it is in conformance with District policy.
- 4.07 Promotions – Position vacancies and basic qualifications of the position shall be posted in all schools for a minimum period of ten (10) work days. A copy of the notice will be sent to the Association President.

Bargaining unit members must submit an online application via the District website, within the ten (10) work day period of the notice. Consideration shall be given to the qualifications of each candidate, including bargaining unit members, but the decision of the Board, as to the filling of such vacancies, shall be final.

When a position is filled within the ten (10) work day period because of an emergency, the Association President will be notified of the reasons.

All unsuccessful candidates who interview will receive notification by the Director of Facilities or his/her designee in a timely manner.

- 4.08 Transfers – Members who want a transfer to a different building or position should make such request in writing on a transfer request form to the Director of Facilities and Operations. Requests shall be held for a one year period and if so desired, may be renewed in writing. In making transfers, the wishes of employees shall be considered; however, needs of the District shall be given first consideration and the Board's decision is final and binding.
- 4.09 Association Days – The President of the bargaining unit and/or his/her designee will be excused from work, without pay, for a maximum of three (3) days during the year, to attend to Association business. The request by the Association must be in writing to the Superintendent at least one (1) week prior to the absence.

ARTICLE V
SETTLEMENT OF DISPUTES

5.0 General

- 5.01 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any disputes between the parties which may arise out of administration of this agreement.
- 5.02 Upon selection and certification by the Association, the Board shall recognize five (5) grievance representatives in the District and a liaison committee, provided written notice has been given beforehand to the Director of Human Resources.
- 5.03 No employee or representative of the Association shall engage in Association or outside business during the school day, except during his/her lunch or in the event that the District requests a meeting requiring Association participation. :
- 5.04 Meetings for settling disputes will be held during non-assigned times or at other times mutually agreed upon beforehand.
- 5.05 Nothing herein shall prevent an individual employee or group of employees from presenting grievances through the settlement of disputes procedure.

5.1 Definitions

- 5.11 A "grievance" is a claim by a non-professional employee, or group of employees, that there has been a misinterpretation of the provisions of this agreement.
- 5.12 An "aggrieved person" is the person or persons initiating a grievance. Identical grievances may be processed as a single grievance.
- 5.13 A "designee" may not appear in more than one step.
- 5.14 The reference to "days" when used in this article shall mean working days unless otherwise noted.

5.2 Procedure

- 5.21 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step will be considered maximum and every effort will be made to expedite the process. The time limits specified may be extended by mutual agreement, and any step in the grievance procedure may be waived by mutual agreement in order to process the grievance at a higher step. A grievance, to be considered under this procedure must be initiated within thirty (30) days of its occurrence except for matters involving pay which may be grieved within thirty (30) days of when the aggrieved could have reasonably become aware of the pay loss or denial.

- 5.22 Any grievance, once filed, may be withdrawn at any step in the grievance procedure by the aggrieved or the Association.
- 5.23 A grievance will be considered resolved if it is not appealed to the next step within the time limits specified. The aggrieved may submit the grievance to the next higher level if the Administration fails to render a decision within the time limits specified.
- 5.24 Any grievance shall be discussed orally by the aggrieved directly or through his/her Association grievance chairperson, or designee, with the immediate supervisor with the object of resolving the matter informally.
- 5.25 If the grievance is not resolved, the aggrieved may reduce his/her grievance to writing on the form mutually agreed to by the parties provided for this purpose, giving detailed facts relating to the grievance, including, but not limited to time, place and section of this agreement involved. The grievance must be signed by the aggrieved. A copy of the grievance shall be delivered to the immediate supervisor, Director of Human Resources and chairperson of the grievance committee. In the event the grievance is orally discussed with the immediate supervisor and he/she does not resolve it at this informal level, the grievance will be filed at Step 1, but by mutual agreement with the immediate supervisor, Step 1 may be waived.

5.26 Step I

The immediate supervisor or designee and the aggrieved and/or his/her grievance chairperson, or designee, will meet to discuss the grievance within five (5) days after filing the written grievance.

Within five (5) working days after such meeting, the immediate supervisor will give a decision in writing.

If the grievance is not resolved, the aggrieved and/or grievance chairperson or designee, may appeal to Step II, provided, it is done within five (5) work days after the written decision has been received.

5.27 Step II

The Director of Human Resources or, designee, and the immediate supervisor, the aggrieved and/or grievance chairperson, or designees, will meet within five (5) work days after the appeal.

Within five (5) days after the meeting, the Director of Human Resources will give his decision in writing.

If the grievance is not resolved, the aggrieved and chairperson of the grievance committee or designee may appeal to Step III provided it is done within five (5)

work days after the written decision has been received. The chairperson of the grievance committee or designee has a right to be present as an observer if the Association is not representing the aggrieved.

An identical grievance, once filed in the respective buildings, involving more than one person in more than one building, will be initiated at this step.

5.28 Step III

The Superintendent, or designee, the aggrieved and/or grievance chairperson, or designee, will meet to discuss the grievance within five (5) work days after the date of the appeal.

Within five (5) working days after this meeting, the Superintendent, or designee, will give his/her decision in writing.

If the grievance is not resolved, the Association may appeal to arbitration, provided written notice of such intent is sent to the Board and to the Pennsylvania Bureau of Mediation within ten (10) work days after written decision has been received.

5.29 Arbitration

The Arbitrator will be selected from a list of seven (7) Arbitrators provided by the Pennsylvania Bureau of Mediation in accordance with its rules which shall likewise govern the arbitration proceedings. Upon receipt of the list of names submitted by the Pennsylvania Bureau of Mediation, the Association's representative and the Board's representative shall meet and confer by telephone and beginning with the School District each shall alternatively eliminate the names of three (3) of the persons listed. The remaining Arbitrator on the list shall be selected as the Arbitrator. The Arbitrator shall have the authority to apply provisions of this agreement and to render a decision on any dispute coming before the Arbitrator, but shall not have the authority to amend or modify this agreement, or to make determinations in areas which affect the taxing power of the Board or its responsibility for public funds. Both parties agree to be bound by the decision of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by the parties involved. The expenses of witnesses, including wages if appropriate, shall be borne by the party requiring the testimony of the witness.

5.30 Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personal file of any of the participants.

ARTICLE VI
STRIKES AND LOCKOUTS

- 6.0 During the term of this agreement, there shall be no strikes, stoppages of work, or any other interference with the overall operations of the District and the education processes by the Association or its members. In addition, the School District agrees there shall be no lockouts.

ARTICLE VII
EMPLOYEE BENEFITS

- 7.0 All regular employees of the district within the bargaining unit will be entitled to the following benefits, except employees who have Board approved leave without pay.

- 7.01 Holidays – Each school year the district will observe eleven (11) holidays: Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Day and one (1) additional day at Christmas, New Year's Day, Martin Luther King Day, Presidents' Day (Monday), Good Friday and Memorial Day.

If required to change the official school calendar due to unforeseen conditions, holidays will be granted at alternate times.

- 7.02 Vacations – Each employee will be entitled to ten (10) days vacation after one full year of employment. Such vacation entitlement is earned in one school year and taken during the following school year. Each regular employee shall be entitled to fifteen (15) days vacation after five (5) years of employment, and twenty (20) days after fifteen (15) years of service. Employees may carryover up to a maximum of three (3) days each year into the next school year.

The District and Association agree to work together each year to encourage bargaining unit members to use vacation time from December 24th to January 2nd during building closures and when students are not in school.

Vacation Request Approvals: Vacation requests must be submitted at a minimum of 7 calendar days prior to the employee's immediate supervisor. Vacation will be approved unless the impact to services required is deemed great by the district.

Bargaining unit members shall be permitted to use vacation time in either one-half day or full day increments only.

7.03 Hospitalization, Medical-Surgical & Major Medical Insurance –

- A. Plans to be Offered - The Board shall offer the following medical plans to employees during the term of the Collective Bargaining Agreement, or as otherwise stated:

1. Personal Choice 10 Plan
2. Personal Choice 10/20/70 Plan
3. Personal Choice PC320 Plan

Effective January 1, 2013, Personal Choice 320 Plan shall be offered for single and dependent coverage.

- B. Allocation of Medical Benefit Premiums During the Term of this Contract

1. Effective July 1, 2015, the Board shall contribute eighty-six percent (86%) toward the medical benefit plan premiums for the Personal Choice 320 Plan. The difference between the Board's contribution level for the Personal Choice 320 Plan and the total cost of the Personal Choice 10/20/70 Plan or Personal Choice 10 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

Probationary employees are entitled to coverage per clause 9.02 A (3) of this agreement.

2. Effective July 1, 2016, the Board shall contribute eighty-six percent (86%) toward the medical benefit plan premiums for the Personal Choice 320 Plan. The difference between the Board's contribution level for the Personal Choice 320 Plan and the total cost of the Personal Choice 10/20/70 Plan or Personal Choice 10 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

Probationary employees are entitled to coverage per clause 9.02 A (3) of this agreement.

3. Effective July 1, 2017, the Board shall contribute eighty-six percent (86%) toward the medical benefit plan premiums for the Personal Choice 320 Plan. The difference between the Board's contribution level for the Personal Choice 320 Plan and the total

cost of the Personal Choice 10/20/70 Plan or Personal Choice 10 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

Probationary employees are entitled to coverage per clause 9.02 A (3) of this agreement.

4. Effective July 1, 2018, the Board shall contribute eighty-five percent (85%) toward the medical benefit plan premiums for the Personal Choice 320 Plan. The difference between the Board's contribution level for the Personal Choice 320 Plan and the total cost of the Personal Choice 10/20/70 Plan or Personal Choice 10 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

Probationary employees are entitled to coverage per clause 9.02 A (3) of this agreement.

C. Retiree Healthcare -

1. Bargaining Unit Members who fulfill the superannuated requirements established by the Public School Employees' Retirement System who also have a minimum of twenty (20) years of service in the District and who are or will be at least 50 years of age as of July 1, 2012, and who retire on or after July 1, 2012, will be eligible for a Health Reimbursement Account of \$2,000.00 per year toward single employee health benefit coverage that will be provided for the shorter of any one of the following time periods: (1) four (4) years from the date of the Bargaining Unit Member's retirement; (2) until the Bargaining Unit Member's death; (3) until the Bargaining Unit Member reaches eligibility for Medicare or (4) if the Bargaining Unit Member becomes eligible for outside healthcare benefits. This receipt of \$2,000.00 per year for up to four (4) years is expressly contingent upon the retiree not enrolling in any of the District-sponsored health benefit plans or programs, and such retiree participating exclusively in the PSERS Health Options Program.

For current retirees who retired after July 1, 1999, change coverage to PC320 plan consistent with active employees; option to buy up to PC 10/20/70 and PC 10

2. No Retiree Healthcare benefits shall be provided for employees under age 50 as of July 1, 2012. These bargaining unit

members will have the right to continue coverage in accordance with eligibility requirement of School Code 24 PS 5-513

3. Upon the exhaustion of the Board's obligation to provide retiree healthcare plan premium assistance, the Bargaining Unit Member will assume the cost of the coverage and pay the premiums in advance.
4. Dependent coverage may be purchased by a Bargaining Unit Member who retires under the provisions of the Public School Employees Retirement System, provided the Bargaining Unit Member assumes the cost of the coverage and pays the premiums in advance.
5. Future coverage for a Bargaining Unit Member who retires may be subject to future changes as negotiated in any successor bargaining agreement between the parties to this Agreement.

7.04 Life Insurance – The Board will pay the premium costs for group and accidental death and dismemberment insurance for the plan in effect for each member of the bargaining unit. Group life insurance in the amount of the employee's base annualized salary (based on a 40 hour work week) to the nearest \$100, plus \$7,500 shall be provided.

Probationary employees are entitled to coverage per clause 9.02 A (3) of this agreement.

7.05 Dental Plan –Maximum coverage is \$1,500 each calendar year. Coverage includes major restorative treatment, and orthodontics providing maximum sixty percent (60%) of Two Thousand (\$2,000) protection.

All Bargaining Unit Members utilizing out-of-network providers for services will be required to pay all charges above the maximum in-network plan allowance. Additionally, Bargaining Unit Members utilizing out-of-network providers will be required to pay 20% of the cost for Basic Services and 40% of the cost for Major Restorative treatment. All Bargaining Unit Members are subject to \$25 per person/\$75 per family annual (calendar year) deductible.

Effective July 1, 2015, the Board will pay eighty-six percent (86%) toward the Dental Plan premiums for the individual and dependent.

Effective July 1, 2016, the Board will pay eighty-six percent (86%) toward the Dental Plan premiums for the individual and dependent.

Effective July 1, 2017, the Board will pay eighty-six percent (86%) toward the Dental Plan premiums for the individual and dependent.

Effective July 1, 2018, the Board will pay eighty-five percent (85%) toward the Dental Plan premiums for the individual and dependent.

Probationary employees are entitled to coverage per clause 9.02 A (3) of this agreement.

7.06 Prescription Drug Plan –

1. The District will provide for the individual and dependent prescription drug coverage, with costs limited to a \$10.00 deductible for generic drugs, a \$25.00 deductible for brand name drugs, and a \$40.00 deductible for formulary drugs. When a generic drug is available, the plan will only cover the cost of the generic drug, less the \$10.00 deductible (DAW2) (Dispense As Written 2 where the employee pays the difference when there is an available generic).
2. The mail service prescription plan and the Client Based Network shall provide for two (2) co-pays per ninety (90) day supply.

Effective July 1, 2015, the Board shall contribute eighty-six percent (86%) toward the Prescription Plan premiums for the active individual and active dependent.

Effective July 1, 2016, the Board shall contribute eighty-six percent (86%) toward the Prescription Plan premiums for the active individual and active dependent.

Effective July 1, 2017, the Board shall contribute eighty-six percent (86%) toward the Prescription Plan premiums for the active individual and active dependent.

Effective July 1, 2018, the Board will pay eighty-five percent (85%) toward the Prescription Plan premiums for the active individual and active dependent.

Probationary employees are entitled to coverage per clause 9.02 A (3) of this agreement.

7.07 Vision Care Plan –

Effective July 1, 2015, the Board shall eighty-six percent (86%) toward the Vision Plan premiums for the individual and dependent.

Effective July 1, 2016, the Board shall eighty-six percent (86%) toward the Vision Plan premiums for the individual and dependent.

Effective July 1, 2017, the Board shall eighty-six percent (86%) toward the Vision Plan premiums for the individual and dependent.

Effective July 1, 2018, the Board will pay eighty-five percent (85%) toward the Vision Plan premiums for the individual and dependent.

Probationary employees are entitled to coverage per clause 9.02 A (3) of this agreement.

7.08 In the event the current healthcare/medical plan(s) will be subject to the Affordable Care Act ("ACA") Cadillac Tax:

1. The parties agree to bargain over the impact of the pending tax for the plans.
2. Should a resolution not be reached 60 days prior to January 1, 2018, the District will notify the membership and all applicable retirees on the District's healthcare plan of the discontinuation of the current plan offerings that meet or exceed the Cadillac Tax thresholds under the ACA. Any discontinuation of Cadillac Tax plans shall be effective December 31, 2017.
3. All plans under the Cadillac Tax threshold shall remain in place and in effect beyond January 1, 2018 unless the parties jointly agree on new plans.

In the event all current plans meets or exceeds the Cadillac Tax on January 1, 2018, the parties agree to bargain new healthcare plans options that fall under the Cadillac Excise tax to be effective January 1, 2018 for current bargaining unit members and applicable retirees on District healthcare plans. If the parties are unable to agree on new plans by December 1, 2017, the parties agree the Board shall offer the bargaining unit and all applicable retirees plan option(s), including but not limited to, the plan offered by the carrier that is most similar in benefits to the plan(s) most similar to the current plan(s) offered but, does not exceed the Cadillac excise tax threshold.

7.09 Income Protection Plan - The Board shall provide short term Income Protection Plan for each Bargaining Unit Member. The District's plan shall provide six hundred (\$600) per month coverage.

Benefits for part-time employees shall be prorated based on time worked. Coverage shall contain:

1. A forty (40) calendar day waiting period for sickness;
2. A first (1st) calendar day benefit for accident;
3. Coverage for loss of limbs; and
4. A stipulation that if the bargaining unit member should die by accident, the proceeds shall be paid directly to named beneficiary.

The Bargaining Unit Member, at his/her own expense shall be entitled to purchase additional coverage with the premiums to be through mandatory payroll deductions. This program shall remain in effect unless the parties mutually agree to another program at the same cost to the Board.

Probationary employees are entitled to coverage per clause 9.02 A (3) of this agreement.

- 7.10 Sick Leave – Each regular employee shall be granted one day of sick leave for each month of employment during each school year to cover approved absence when unable to work due to personal illness or family quarantine. Such days will accumulate, if unused, during the school year.

Bargaining Unit Members shall be permitted to use up to five (5) of their accrued sick days per contract year for care of an immediate family member. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law. Included within the immediate family is any near relative who resides in the same household.

- 7.11 Personal Leave Days – Each Bargaining Unit Member will be granted three (3) days of absence for personal leave upon his or her request, without loss of pay or charge against sick leave, subject to the following conditions:

- A. The Bargaining Unit Member must inform the immediate supervisor, of the date desired to take this day of personal leave.
- B. Bargaining Unit Members may accumulate personal leave days. A maximum of five (5) personal days may be taken in one (1) year. For three (3), four (4), or five (5) consecutive days of absence, the Bargaining Unit Member must inform the site Administrator in writing and receive approval seven (7) days in advance.
- C. In the event an employee leaves the service of the District, a prorated deduction will be made from the final pay reflecting the personal leave days taken, but not earned.

The District will automatically convert any personal days accumulated above 10 to sick leave on July 1st of each year.

- 7.12 Bargaining unit members shall be permitted to use sick leave, compensatory time and personal leave in one hour increment.
- 7.13 Death of a Member of Immediate Family – Each Bargaining Unit Member will be granted three (3) days of absence, without loss of pay for death in the immediate family. Immediate family will be defined as spouse, children, grandchildren, mother, father, sister, brother, mother-in-law, father-in-law, any step-parents or any step-children or anyone who resides in the employees home.

Death of a Near Relative – Each regular employee may be granted two (2) days of absence without loss of pay for the death of a near relative. A near relative is defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Death of a Very Close Friend – Each regular employee may be granted one day of absence without loss of pay to attend the funeral of a close friend. A very close friend is defined as someone with whom a continuous, close and recent association has been maintained for an extended period of time.

Additional Bereavement Leave - The Director of Human Resources may authorize a maximum of the two (2) extra days in instances where (1) the member must travel a long distance to attend the funeral; (2) the member is the person who must make arrangements for the funeral; (3) the member's personal loss is such that the maximum amount of leave is justified; or (4) where there are other extenuating circumstances related to the death which justify the full amount of leave.

Additional days may be granted without pay, as vacation, personal, or compensatory time by the Director of Human Resources.

- 7.14 Religious Obligations – Each regular employee may be granted up to three days without loss of pay to fulfill religious obligations. Such time shall be charged against days allowed for personal leave days.
- 7.15 Military Leave – Each regular employee shall be granted military leave in conformity with the provisions of School Laws of Pennsylvania.
- 7.16 Military Training – Each regular employee who is in a military reserve program shall be granted a leave of absence for their respective duties without loss of pay, time, or benefits for up to fifteen (15) days in any one year, upon presentation of Military Reserve training orders.

- 7.17 Jury Duty or Witness in Court – Each regular employee who is requested to serve on a jury or subpoenaed as a witness in court shall be entitled to differential pay equal to the differences received daily by the court and his/her regular day's pay.
- 7.18 Family and Medical Leave Act – The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). Neither the district nor the employees waive the right to exercise any prerogative or right under the Act. If both spouses are employed by the District each employee shall be entitled to FMLA rights.
- 7.19 Sick Leave Bank - The parties to this Agreement agree to abide by the terms and conditions of the present sick leave bank.
- 7.20 In addition to the above, upon application in writing, the Board may grant leave of absence, with or without pay, at its sole discretion. The Director of Human Resources may grant leave without pay as outlined in the bereavement leave clause.

ARTICLE VIII

WAGES

- 8.01 The Board will provide hourly wage increases as indicated in Appendix A.
- 2015-16 = 2.0%
2016-17 = 2.0%
2017-18 = 2.0%
2018-19 = 2.1%
- 8.02 All eight-hour employees shall have a half-hour duty-free lunch period. Employees may use this lunch period as they see fit. If an employee chooses to waive their lunch, approval must be granted by the Director of Facilities and Operations in writing.
- 8.03 All work over forty (40) hours a week will be paid on the basis of time and one-half. Sick days, vacation days, personal days, bereavement days, compensatory time, jury duty and paid holidays shall count as a day of work for the purpose of computing overtime.
- 8.04 Employees required to work on Sundays shall be paid double their hourly rate. Employees required to work on a paid holiday shall be paid time and one-half for hours worked, in addition to their holiday pay.
- 8.05 Employees will continue to be paid every two weeks.

- 8.06 Any employee called in to work in an emergency will be paid a minimum of three hours at the applicable rate.
- 8.07 Custodians who substitute for a Head Custodian/Lead Custodian shall be paid a premium of ten (10%) of the employee's hourly rate. Utility and Lead Custodian and all other employees substituting for a Head Custodian shall be paid 10% of employee's hourly rate on the 3rd Day per event.
- 8.08 Members of the bargaining unit required by the District to have a CDL (Commercial Driver's License) and who properly maintain such CDL shall receive an annual stipend of \$750.00, not to be added to their base salary, to be paid on July 1 of each contract year
- 8.09 No compensation increase will be given to a Bargaining Unit Member receiving an unsatisfactory rating. The Bargaining Unit Member receiving an unsatisfactory rating that does not result in an immediate suspension or discharge will be subject to the following:
- A. The Bargaining Unit Member receiving an unsatisfactory rating shall have 90 days to improve. Upon completion of the 90-day improvement plan, the Bargaining Unit Member will be issued another performance evaluation. Should the Bargaining Unit Member have a satisfactory performance evaluation at the conclusion of the 90-day improvement plan, the Bargaining Unit Member will be entitled to receive the lost/withheld compensation. In the event the Bargaining Unit Member's performance evaluation still remains unsatisfactory, the compensation withheld will be permanently lost by the Bargaining Unit Member.
 - B. Upon request, a Bargaining Unit Member will be allowed to have the rating reviewed through the following process:
 - 1. The Bargaining Unit Member will schedule meeting with the Department Supervisor and the Bargaining Unit Member's immediate supervisor to discuss the rating.
 - 2. If it is still not resolved to the Bargaining Unit Member's satisfaction, a meeting with the Human Resources Director as well as the Bargaining Unit Member's immediate supervisor will be scheduled to discuss the issue. The decision of the Human Resources Director shall be final.
- 8.10 Compensatory Time - Compensatory time may be substituted for overtime payment upon agreement of the Bargaining unit member and immediate supervisor. Request must be submitted at a minimum of seven (7) calendar days. Compensatory time will be granted unless impact of services is deemed great by the district.

- 8.11 All Bargaining Unit Members shall be required to (1) set up a bank account that can receive direct deposit checks from the District and (2) execute any and all forms or consents that would enable mandatory direct deposit of District payroll and other checks as a precondition for receipt of any monetary payments or compensation from the District. Prior to making future changes to District payroll that would impact the Bargaining Unit Members' receipt of any monetary payment or compensation from the District; the District will meet and discuss such changes with the Association Leadership.
- 8.12 Any employee who receives a promotion to a different group will go to the same step in the new group as he/she is on in his/her current group.

ARTICLE IX

MISCELLANEOUS

- 9.01 No "regular employee" will be disciplined, demoted, or discharged, except for just cause. New employees will be considered "probationary employees" and not entitled to privileges for the first one hundred and eighty (180) days of employment with the District.

Probationary employees become eligible for insurance type benefits after sixty (60) days of employment with the District.

9.02 Seniority

A. Definitions:

1. Continuous Service – a continuous service date is used to show an employee's length of unbroken service in the District.
2. Seniority – A seniority date is used to show an employee's seniority in the District. It may be changed when the employee loses seniority credit as provided in the guidelines.
3. Probationary Employee- The first one hundred and eighty (180) calendar days of continuous service will be a probationary period during which time an employee has no seniority standing, no recourse to the grievance procedure, and is subject to transfer, demotions, layoff or discharge at the sole discretion of the Board.

Probationary employees become eligible for insurance type benefits or privileges after sixty (60) days. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be dated back to the first day of employment.

B. Continuous Service is broken and seniority lost upon:

1. Resignation.
2. Discharge for just cause.
3. Failure to report to active duty at conclusion of leave of absence.
4. Failure to report to work after giving oral resignation.
5. Failure to report to work within seven (7) calendar days after receipt of written notice of recall.
6. Refusal to accept any position for which the employee is qualified to perform.
7. Absence from active duty because of illness for two consecutive years.
8. Layoff without recall for two consecutive years.
9. Deceased.
10. Failure to keep the Human Resources office informed of current address and telephone number while on layoff.

C. Guidelines:

1. The seniority list will be posted in September of each year. Employees are permitted to raise objections to their seniority status within fifteen (15) calendar days after posting. Failure to do so shall be considered that employee's seniority status confirmed as posted.
2. The date the employee reports to work is the continuous service date and original seniority date.
3. Seniority accumulates during leave of absence for:
 - a. Paid sick disability leave.
 - b. Military leave/military training leave in conformity with provisions of School Laws of Pennsylvania.
4. Seniority is prorated for part-time employees on a three hundred sixty five (365) day work year basis.
5. Seniority does not prevail in cases of temporary layoffs of less than five (5) work days.

6. Seniority does not accumulate during:
 - a. Leave for childbearing.
 - b. Leaves of absence for personal reasons.
 - c. Unpaid sick leave.
 - d. Layoff.
 - e. Performance outside unit and in jobs not included in Article III, Recognition.
7. In cases of layoff with two employees with the same seniority, the tie-breakers are as follows:
 - a. First day of work.
 - b. Board appointment date.
 - c. Date employment accepted by employee.
 - d. Date employment offer made by Human Resources.

Effective July 1, 2013, in cases of layoff of multiple employees, the tie-breakers are as follows:

1. The average of the three most recent evaluations. For any period of time in which a Bargaining Unit Member is missing an annual evaluation that period will be considered a satisfactory rating for purposes of averaging in accordance with this section.
 2. Seniority Date
 3. First day of work
 4. Board appointment date.
 5. Date employment accepted by employee.
 6. Date employment offer made by Human Resources.
- D. Layoff – In the event it becomes necessary to reduce staff permanently for any reason:

1. The least senior individual in that classification shall be laid off and/or given the opportunity to bump the least senior employee in a lower classification provided he/she is able to do the work.
2. Ten (10) work days advance notice of layoff shall be given except in an emergency.
3. When an employee subject to layoff bumps into a lower classification he/she shall have a thirty (30) calendar-day period in which he/she demonstrates satisfactory service in that new Classification. If the employee does not demonstrate satisfactory service within the thirty (30) calendar-day period, he/she shall be placed on the layoff list.
4. Employees bumping into a lower classification shall receive his/her hourly rate or the maximum of the lower paid classification whichever is lowest. Effective July 1, 2013, the lowest performing Bargaining Unit Member as indicated by the average of the three most recent evaluations in that classification shall be laid off and/or given the opportunity to bump the lower performing employee in a lower classification, provided he/she is able to do the work within the discretion of the District. For any period of time in which a Bargaining Unit Member is missing an annual evaluation that period will be considered a satisfactory rating (score of 75) for purposes of averaging in accordance with this section.

A committee will be formed consisting of five (5) Association members and up to five (5) District employees to address concerns regarding the evaluation forms and evaluation process. Recommendations from this committee will be made prior to July 1, 2013.

E. Recall

1. Employees on the layoff list shall be recalled in reverse order of layoff, provided they have the skills to perform the work available.
 2. Laid off employees shall report to work within seven (7) calendar days upon receipt of written notice of recall.
 3. No new employees will be hired until all employees on layoff having the skill to perform the work have been recalled.
- 9.03 Bargaining Unit members will be reimbursed at the rate, whichever is higher of the current IRS rate of the rate paid to other District employees for the use of their personal transportation provided it is pre-approved. A final detailed account of expenses, including receipts, must be presented for reimbursement.

9.04 Copies of this Agreement will be furnished to all members of the Association as electronic copies in lieu of hard copies and will be furnished as a hard copy for all to access at each building. .

9.05 Termination of Employment –

A Bargaining Unit Member who retires under the provisions of the Pennsylvania School Employees Retirement System and who has been continuously employed (except in cases of approved leave) in the District for fifteen (15) years or more, will receive a severance pay equal to \$75/day for all accumulated sick and Personal days to a maximum of \$10,000.

9.06 Tuition Reimbursement –

The Board agrees to reimburse each Bargaining Unit Member fifty percent (50%) of the cost provided courses or programs are related and are requested in writing and approved in advance, by the Director of Human Resources.

- Total amount of tuition fees annually cannot exceed \$2,000 per Bargaining Unit Member*
- Total annual cost of tuition reimbursement for all Bargaining Unit Members shall not exceed \$5,000. The \$5,000 shall be exhausted on a first-come, first-serve basis.*
- Per credit reimbursement shall be limited to the West Chester University rate in effect as of the time of the reimbursement.

9.07 The District shall not subcontract bargaining unit work unless:

1. The work requires skills, time, equipment, or capacities not available in the District; and
2. The work does not result directly in the layoff of a Bargaining Unit Member employed by the District: OR
3. The work arises out of an emergency or involves work that has been historically subcontracted by the district and will not result in the furlough of Bargaining Unit Member.

Notwithstanding the foregoing, the District maintains the right it has previously exercised which is to take advantage of attritional savings from retirements and/or employment separations (i.e., the District will not need to fill retirements or vacancies as the result of employment separations).

ARTICLE X
TERMINATION

- 10.01 This Agreement shall become effective on the first day of July, 2015 and shall continue in full force and effect until the last day of June, 2019.
- 10.02 This Agreement shall remain in effect thereafter from year to year upon the terms and conditions as are herein contained, unless written notice of intention to terminate or modify is given as required by Act 195 prior to expiration by either party to the other.
- 10.03 This Agreement supersedes and cancels all previous understandings, verbal or written, between the parties and constitutes the entire collective bargaining agreement between the parties and concludes all collective bargaining negotiations on all subjects for the term of this agreement.

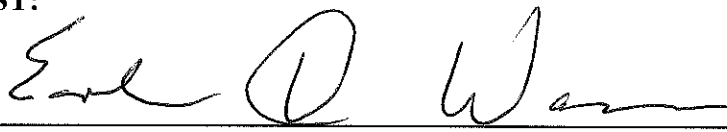
IN WITNESS WHEREOF, the parties hereto, by their respective officers who are fully authorized to act on behalf of their principals, have executed this agreement in accordance with Sections 101 and 701 of the Public Employee Relations Act (Act 195) as of this 25th day of February, 2015.

**WEST CHESTER SERVICE SUPPORT
PROFESSIONALS ESPA-PSEA**




President 2-25-15

ATTEST:



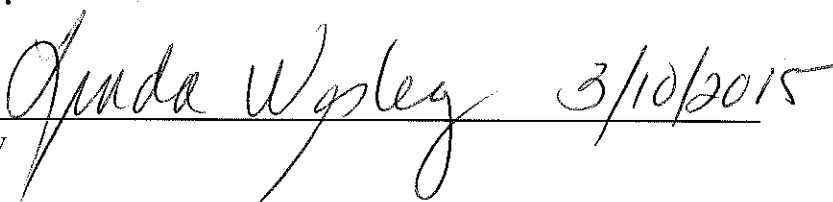
Secretary 2-25-2015

**WEST CHESTER AREA SCHOOL DISTRICT
BOARD OF EDUCATION**



President 3-10-15

ATTEST:



Secretary 3/10/2015

Appendix A

Employees Hired Prior to 7/1/2015

<u>2014-2015</u>		<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
<i>Placement Effective 7/1/15</i>					
<u>Group 2</u>					
Start	Step 1	\$20.68	--	--	--
Yr 1	Step 2	\$22.64	\$22.64	--	--
Yr 2	Step 4	\$26.58	\$24.61	\$25.10	--
Yr 3	Step 5	\$28.54	\$28.54	\$29.11	\$29.69
				\$30.32	
<u>Group 3</u>					
Start	Step 1	\$17.98	--	--	--
Yr 1	Step 2	\$19.70	\$19.70	--	--
Yr 2	Step 4	\$23.12	\$21.41	\$21.84	--
Yr 3	Step 5	\$24.85	\$24.85	\$25.34	\$25.85
				\$26.39	
<u>Group 4</u>					
Start	Step 1	\$16.27	--	--	--
Yr 1	Step 2	\$17.93	\$18.29	--	--
Yr 2	Step 4	\$21.26	\$19.99	\$19.99	--
Yr 3	Step 5	\$22.91	\$23.37	\$23.37	\$23.83
				\$24.34	
<u>Group 5</u>					
Start	Step 1	\$16.49	--	--	--
Yr 1	Step 2	\$18.15	\$18.15	--	--
Yr 2	Step 4	\$21.48	\$21.48	\$20.21	--
Yr 3	Step 5	\$23.13	\$23.13	\$23.59	\$24.05
				\$24.56	
<u>Group 6</u>					
Start	Step 1	\$16.56	--	--	--
Yr 1	Step 2	\$18.22	\$18.22	--	--
Yr 2	Step 4	\$21.55	\$19.88	\$20.28	--
Yr 3	Step 5	\$23.20	\$23.20	\$23.66	\$24.12
				\$24.63	

Step movement effective date January 1st

Bargaining Unit Members must be employed over 50% of the previous calendar year in order to be eligible for step movement.

Group I

Electrician #1
Preventative Maintenance Mechanic
Carpenter #1
Auto Mechanic
HVAC Mechanic #1

Group III

Utility Custodian
Mail/Delivery Person
Grounds Mechanic #3
Warehouse Mechanic
Mechanics Apprentice
Lead Custodian

Group II

Electrician #2
Carpenter #2
HVAC Mechanic #2
Grounds Mechanic #2
Plumber
Building Mechanic
General Mechanic

Group IV

Custodian: Day

Group V

Custodian: 2nd Shift

Group VI

Custodian: 3rd Shift

Employees Hired After to 7/1/2015

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
<u>Group I</u>				
Step 1	\$30.88	\$31.49	\$32.12	\$32.80
<u>Group II</u>				
Step 1	\$20.68	\$21.09	\$21.51	\$21.96
Step 2	\$22.64	\$23.10	\$23.56	\$24.05
Step 3	\$24.61	\$25.10	\$25.61	\$26.14
Step 4	\$26.58	\$27.11	\$27.66	\$28.24
Step 5	\$28.54	\$29.11	\$29.69	\$30.32
<u>Group III</u>				
Step 1	\$17.98	\$18.34	\$18.71	\$19.10
Step 2	\$19.70	\$20.09	\$20.49	\$20.92
Step 3	\$21.41	\$21.84	\$22.27	\$22.74
Step 4	\$23.12	\$23.59	\$24.06	\$24.56
Step 5	\$24.85	\$25.34	\$25.85	\$26.39
<u>Group IV</u>				
Step 1	\$16.27	\$16.59	\$16.93	\$17.28
Step 2	\$17.93	\$18.29	\$18.66	\$19.05
Step 3	\$19.59	\$19.99	\$20.39	\$20.81
Step 4	\$21.26	\$21.68	\$22.12	\$22.58
Step 5	\$22.91	\$23.37	\$23.83	\$24.34
<u>Group V</u>				
Step 1	\$16.49	\$16.81	\$17.15	\$17.50
Step 2	\$18.15	\$18.51	\$18.88	\$19.27
Step 3	\$19.81	\$20.21	\$20.61	\$21.03
Step 4	\$21.48	\$21.90	\$22.34	\$22.80
Step 5	\$23.13	\$23.59	\$24.05	\$24.56
<u>Group VI</u>				
Step 1	\$16.56	\$16.88	\$17.22	\$17.57
Step 2	\$18.22	\$18.58	\$18.95	\$19.34
Step 3	\$19.88	\$20.28	\$20.68	\$21.10
Step 4	\$21.55	\$21.97	\$22.41	\$22.87
Step 5	\$23.20	\$23.66	\$24.12	\$24.63

Step movement effective date January 1st

Bargaining Unit Members must be employed over 50% of the previous calendar year in order to be eligible for step movement.

Group I

Electrician #1
Preventative Maintenance Mechanic
Carpenter #1
Auto Mechanic
HVAC Mechanic #1

Group II

Electrician #2
Carpenter #2
HVAC Mechanic #2
Grounds Mechanic #2
Plumber
Building Mechanic
General Mechanic

Group III

Utility Custodian
Mail/Delivery Person
Grounds Mechanic #3
Warehouse Mechanic
Mechanics Apprentice
Lead Custodian

Group IV

Custodian: Day

Group V

Custodian: 2nd Shift

Group VI

Custodian: 3rd Shift