



AGREEMENT

BETWEEN THE

WEST CHESTER AREA SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

WEST CHESTER AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION

ESPA-PSEA-NEA

JULY 1, 2019 THROUGH JUNE 30, 2024

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PREAMBLE

This agreement entered into this 7th day of November 2019 by and between the West Chester Area School Board, hereinafter called the "Board" or "District" and the West Chester Area Education Support Professionals Association – ESPA-PSEA-NEA, hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Association will be a unit comprised of all full-time and regular part-time white-collar non-professional employees as indicated in the certification PERA-R-4333E, PERA V-87-293-E, PERA R-90-116-E, PERA-U-00-20-E, PERA-U-30-44-E. Such employees shall be referred to as "Bargaining Unit Members."

ARTICLE II

VESTED BOARD AUTHORITY

- 2.1** 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. All policies must promote effective and efficient education programs.
- 2.2** 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 Section 702 and 703 of Act 195. In accordance with the Pennsylvania School Code, the Board has, among other things, the right to operate the District, to direct the working force, to select its supervisory personnel, to hire new employees, to assign work, to discipline and discharge Bargaining Unit Members for cause.

ARTICLE III

GRIEVANCE PROCEDURE

3.0 DEFINITIONS

- 3.01 A grievance is a claim by a Bargaining Unit Member or Members that there has been a misinterpretation of the provisions of this agreement.
- 3.02 An "aggrieved person" is the person or persons initiating a grievance. Identical grievances may be processed as a single grievance.
- 3.03 A "designee" may not appear in more than one step.
- 3.04 The reference to "days" when used in this article shall mean working/school days unless otherwise noted.

3.1 PROCEDURE

- 3.11 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 to a higher step. A grievance, to be considered under this procedure must be initiated within thirty (30) work/school days of its occurrence except for matters involving pay, which may be grieved within thirty (30) work/school days of when the aggrieved could have reasonably become aware of the pay loss or denial.
- 3.12 Any grievance, once filed, may be withdrawn at any step in the grievance procedure by the aggrieved or the Association.
- 3.13 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.
- 3.14 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.
- 3.15 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, or his/her designee, 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.

A. **Step I**

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

Within five (5) work 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.

B. **Step II**

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

Within five (5) work days after the meeting, the Director of Human Resources, or his/her designee, will give a 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.

C. **Step III**

The Superintendent, or designee, the aggrieved and/or grievance chairperson, or designee, and other parties of interest who have been agreed upon beforehand, will meet to discuss the grievance within five (5) work/school days after the date of the appeal.

Within five (5) work days after this meeting, the Superintendent, or designee, will give a decision in writing.

If a 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/school days after the written decision has been received.

3.16

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 or 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.

3.17

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.

Grievance Form is included in this contract. (See Addendum C)

ARTICLE IV

RIGHTS OF EMPLOYEES

4.1

STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any Bargaining Unit Member such rights as he/she may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, Act 88, or other applicable laws and regulations.

4.2 JUST CAUSE PROVISION

No Bargaining Unit Member shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will be made available to the Bargaining Unit Member or his/her designee.

4.3 REQUIRED MEETINGS OR HEARINGS

Whenever any Bargaining Unit Member is required to appear before the Superintendent or his/her designee concerning any matter which could adversely affect the continuation of that Bargaining Unit Member in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be advised of the purpose of the meeting immediately after the meeting begins, shall have the right to remain silent during the meeting, and shall have the right to return with a representative of his/her own choice.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

5.1 RELEASED TIME FOR MEETINGS

Whenever any Bargaining Unit Member participates during working hours in negotiations or grievance proceedings mutually scheduled by the Association and the District, he/she shall suffer no loss in pay.

5.2 No Bargaining Unit Member or representative of the Association shall engage in Association or non-educational activity or business during the school day except during his/her own non-assigned or free time.

5.3 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.

5.4 The Association shall have the right to insert materials related to Association business in the Bargaining Unit Members' mailboxes. One (1) copy of such material shall be given to the building administrator, or if not available, his/her designee, not later than the time of distribution. In any case of space limitation, material related to instructional programs shall have priority.

5.5 The President of the Association and/or his/her designee will be excused from work, without loss of pay, for a maximum of five (5) 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.

5.6 The District agrees to periodically meet for Labor/Management meetings with Association Representatives to discuss concerns.

ARTICLE VI

ILLNESS OR DISABILITY

6.1 ACCUMULATIVE SICK LEAVE DAYS

On the opening day of the work year, each Bargaining Unit Member shall be credited with one (1) day of sick leave for each remaining month of the work year. The unused portion of such allowance shall accumulate from year to year without limitation. Accrued unused sick leave for Bargaining Unit Members eligible to retire will be applied towards his/her severance payments as outlined in 9.8.

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 member shall be defined as father, mother, brother, sister, son, daughter, spouse and parent-in-law. Included within the immediate family is any near relative who resides in the same household.

After the 3rd day of consecutive absence or after the establishment of a pattern of use, employees may be required to provide documentation supporting the use of sick days at the request of the administration.

6.2 LEAVE OF ABSENCE

A Bargaining Unit Member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted, upon request of the Director of Human Resources, a leave of absence without pay for up to three (3) months with the right to seek the Board's approval for an extension upon the expiration of the three (3) months.

Prior to granting approval, the Board can require a physician's certification that the Bargaining Unit Member's illness or disability is of such a nature that it would prevent the employee from performing the required duties.

6.3 DAYS NOT CHARGED

Absence due to injury or illness incurred in the course of the Bargaining Unit Member's employment and approved for Pennsylvania Workers' Compensation, shall not be charged against the employee's sick days or personal leave, and the Board shall pay to each employee the difference between his/her salary and benefits received under the Pennsylvania Workers' Compensation Act for a period of thirteen (13) weeks.

6.4 INCREMENTAL USE OF SICK AND COMPENSATORY LEAVE

Bargaining Unit Members shall be permitted to use sick leave and compensatory time in half (1/2) hour increments.

ARTICLE VII

TEMPORARY LEAVE OF ABSENCE

7.0 Each Bargaining Unit Member shall be entitled to the following temporary non-accumulated and accumulated leaves of absence with full pay each year.

7.1 **PERSONAL LEAVE DAYS**

12-month Bargaining Unit Members 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. 10-month Bargaining Unit Members will be granted two (2) days of absence for personal leave upon his or her request, without loss of pay or charge against sick leave.

These Personal Leave Days are subject to the following conditions:

- A. The Bargaining Unit Member must inform the building principal/supervisor in writing and obtain approval 24 hours in advance, except in case of emergencies, 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. The District will automatically convert any personal days accumulated above ten (10) to sick leave on July 1st of each year.
- C. Personal leave may not be taken at any time which would extend winter vacation, spring vacation or summer vacation as scheduled in the school calendar except in the event of the marriage of the Bargaining Unit Member.

In the event a Bargaining Unit Member 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.

7.2 **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 with whom the employee has made his/her home.

7.3**DEATH OF A NEAR RELATIVE**

Each regular Bargaining Unit Member may be granted two (2) days of absence, without loss of pay, to attend the funeral 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.

Additional Bereavement Leave

The Director of Human Resources may authorize a maximum of 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 of 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.

7.4**JURY DUTY OR WITNESS IN COURT**

Each Bargaining Unit Member who is summoned to serve as a juror or is subpoenaed as a witness shall be entitled to differential pay equal to the difference received, if any, and the Bargaining Unit Member's regular pay.

The foregoing provision is not applicable to voluntary appearances.

7.5**PERSONAL LEAVE OF ABSENCE**

A Bargaining Unit Member, upon one (1) week's advance written request to the Director of Human Resources, may be granted a personal leave of absence without pay, for a period of up to thirty (30) days.

Unpaid leaves of absence for up to two (2) additional thirty (30) day periods may be granted at the discretion of the Board. Such leave, if granted, will cause no break in continuous service. The Board's decision of such request is final and binding and Article 7.5 is not subject to arbitration.

ARTICLE VIII**PARENTING LEAVE****8.1****MATERNITY**

Any Bargaining Unit Member whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery is entitled to use accumulated sick leave in the same manner as a Bargaining Unit Member is entitled to use sick leave as a result of any other temporary illness or disability.

The Bargaining Unit Member is expected to provide the Administration with reasonable advance notice of the anticipated last work day to facilitate planning.

The Administration may require the Bargaining Unit Member to be examined by its own physician or require physician's statements verifying ability or inability to perform her duties. Where the Administration requires a medical opinion other than the Bargaining Unit Member's personal physician, the cost will be paid by the District.

8.2 CHILDREARING (PERSONAL) LEAVE

- A. A written request must be submitted sixty (60) days before the leave is to begin. For an adoptive parent, the written request must be submitted when the adoption papers are approved by the adoption agency.
- B. Maximum length for leave is one (1) year from date of childbirth or custody of an adopted infant.
- C. A Bargaining Unit Member on leave is not considered in regular full time attendance and, except for seniority for layoff purposes only, does not accrue service or credit for benefits and other privileges.
- D. Past service and benefits earned prior to the beginning of the leave will be restored to the Bargaining Unit Member upon return to duty after the leave.
- E. A Bargaining Unit Member must give thirty (30) days written notice to the Director of Human Resources, or his/her designee, before returning to work.
- F. A Bargaining Unit Member will be assigned to the previously held position or, if not available, to a substantially equivalent position.

ARTICLE IX

EMPLOYEE BENEFITS

9.0 SELECTION OF CARRIER

Selection of carrier is the right and responsibility of the Board. Any change in insurance carrier shall be discussed with the Association at least forty-five (45) days prior to said change. Any change in carrier shall result in benefits equivalent to those benefits in effect prior to said change.

9.1

MEDICAL DRUG INSURANCE July 1, 2019 through June 30, 2020

A. Medical Plans to be Offered - The Board shall offer the following medical plans to non-probationary employees during the 2019-2020 school year or as otherwise stated:

1. Personal Choice 10 Plan
2. Personal Choice 10/20/70 Plan
3. Personal Choice PC320 (Core Plan)
Personal Choice 320

B. Allocation of Medical Benefit Premiums During the 2019-20 school year

The Board will contribute the following percentages toward the premiums of the medical plans for eligible full-time Bargaining Unit Members and their dependents:

1. Effective July 1, 2019, 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 the Personal Choice 10 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

Spousal Coverage – Group 1 and 1B

The spouse of any Bargaining Unit Member in Group 1 or Group 1B who has healthcare provided through his/her employer is not eligible for coverage through the district.

A sixty (60) day waiting period is instituted for newly employed Bargaining Unit Members. Coverage will begin the first of the month following (60) days of employment.

9.2

PRESCRIPTION DRUG PLAN 2019-20 school year

A. Prescription Drug Coverage - The Board 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).

- B. The mail service prescription plan and the Client Based Network shall provide for two (2) co-pays per ninety (90) day supply
- C. Effective July 1, 2019, the Board will pay eighty-five percent (85%) toward the Prescription Plan premiums for the individual and dependent.

Spousal Coverage – Group 1 and 1B

The spouse of any Bargaining Unit Member in Group 1 or Group 1B who has healthcare provided through his/her employer is not eligible for coverage through the district.

A sixty (60) day waiting period is instituted for newly employed Bargaining Unit Members. Coverage will begin the first of the month following (60) days of employment.

9.3 MEDICAL & PRESCRIPTION DRUG INSURANCE – July 1, 2020 through June 30, 2024

- A. Plans to be Offered - The Board shall offer the following medical and prescription drug plans to employees of the Collective Bargaining Agreement, or as otherwise stated:
 - 1. Personal Choice 10 with \$10/\$30/\$50/ Rx Plan. Effective July 1, 2021, a 4th tier of RX copay will be introduced - Personal Choice 10 with \$10/\$30/\$50/\$100 Rx Plan
 - 2. Personal Choice 10/20/70 with \$10/\$30/\$50/ Rx Plan. Effective July 1, 2021, a 4th tier of RX copay will be introduced - Personal Choice 10/20/70 with \$10/\$30/\$50/\$100 Rx Plan
 - 3. Personal Choice PC320 with \$10/\$30/\$50/ Rx Plan. Effective July 1, 2021, a 4th tier of RX copay will be introduced -Personal Choice PC320 with \$10/\$30/\$50/\$100 Rx Plan

The Personal Choice 320 Plan will be subject to an annual in-network out of pocket maximum of \$1,000 for Single enrolled employees and \$2,000 for enrolled employees covering dependents. Effective July 1, 2023, The Personal Choice 320 Plan will be subject to an annual in-network out of pocket maximum of \$2,300 for Single enrolled employees and \$4,600 for enrolled

employees covering dependents.

4. Personal Choice HD1-HC1 with integrated \$10/\$30/\$50 Rx Plan ("Core Plan"). Effective July 1, 2021, a 4th tier of RX copay will be introduced - Personal Choice HD1-HC1 with integrated \$10/\$30/\$50/\$100 Rx Plan ("Core Plan")
5. Prescription Drug Coverage - The District will provide for the individual and dependent prescription drug coverage, with costs limited to a \$10.00 copay for generic drugs, a \$30.00 copay for brand name drugs, and a \$50 copay for non-formulary drugs as defined by the Pharmacy Benefit Manager. Effective July 1, 2021 a 4th tier of co-pay will be introduced for specialty drugs (as defined by the Pharmacy Benefit Manager) for \$100 copay per specialty Rx per month. When a generic drug is available, the plan will only cover the cost of the generic drug, less the \$10.00 copay (DAW2) (Dispense As Written 2 where the employee pays the difference when there is an available generic).

The prescription drug plan is subject to Step Therapy, Prior Authorization, and Drug Quantity Management.

The maintenance program shall provide for two (2) copays per ninety (90) day supply through the mail order or through CVS Retail Pharmacies. This applies to all applicable maintenance drugs except specialty drugs as defined by the Pharmacy Benefit Manager (PBM). Specialty drugs are limited to a 30 day supply.

B. Allocation of Medical and Prescription Drug Benefit Premiums - July 1, 2020 through June 30, 2024

1. Effective July 1, 2020, the Board shall contribute ninety-four percent (94%) toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 w/integrated \$10/\$30/\$50/ Rx Plan. The difference between the Board's contribution level for the Personal Choice HD1-HC1 w/integrated \$10/\$30/\$50/ Rx Plan and the total cost of the Personal Choice 320 w/\$10/\$30/\$50 Rx Plan, Personal Choice 10/20/70 w/\$10/\$30/\$50/ Rx Plan, or Personal Choice 10 w/\$10/\$30/\$50/ Rx Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

2. Effective July 1, 2021, the Board shall contribute ninety-three and one half percent (93.5%) toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 w/integrated \$10/\$30/\$50/\$100 Rx Plan. The difference between the Board's contribution level for the Personal Choice HD1-HC1 w/integrated \$10/\$30/\$50/\$100 Rx Plan and the total cost of the Personal Choice 320 w/\$10/\$30/\$50/\$100 Rx Plan, Personal Choice 10/20/70 w/\$10/\$30/\$50/\$100 Rx Plan, or Personal Choice 10 w/\$10/\$30/\$50/\$100 Rx Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
3. Effective July 1, 2022, the Board shall contribute ninety-three percent (93%) toward the medical and prescription drug benefit plan premiums for Personal Choice HD1-HC1 w/integrated \$10/\$30/\$50/\$100 Rx. The difference between the Board's contribution level for the Personal Choice HD1-HC1 w/integrated \$10/\$30/\$50/\$100 Rx Plan and the total cost of the Personal Choice 320 w/\$10/\$30/\$50/\$100 Rx Plan, Personal Choice 10/20/70 w/\$10/\$30/\$50/\$100 Rx Plan, or Personal Choice 10 w/\$10/\$30/\$50/\$100 Rx Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
4. Effective July 1, 2023, the Board shall contribute ninety two and one half percent (92.5%) toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 w/integrated \$10/\$30/\$50/\$100 Rx. The difference between the Board's contribution level for the Personal Choice HD1-HC1 w/integrated \$10/\$30/\$50/\$100 Rx Plan and the total cost of the Personal Choice 320 w/\$10/\$30/\$50/\$100 Rx Plan, Personal Choice 10/20/70 w/\$10/\$30/\$50/\$100 Rx Plan, or the Personal Choice 10 w/\$10/\$30/\$50/\$100 Rx Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

A sixty (60) day waiting period is instituted for newly employed Bargaining Unit Members. Coverage will begin the first of the month following (60) days of employment.

Bargaining Unit Members may not purchase the prescription drug plan without enrollment in a District medical plan.

Spousal Coverage – Group 1 and Group 1B

The spouse of any Bargaining Unit Member in Group 1 or Group 1B who has Medical and Rx care provided through his/her employer is not eligible for coverage through the district

9.4

DENTAL PLAN

- A. Maximum coverage is \$1,500 each calendar year. Coverage includes major restorative treatment, and orthodontics providing maximum sixty percent (60%) of two thousand dollars (\$2,000) protection.
- B. 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.

- C. Effective July 1, 2019, the Board will pay eighty-five percent (85%) toward the Dental Plan premiums for the individual and dependent.

Effective July 1, 2020, the Board will pay ninety-four percent (94%) toward the Dental Plan premiums for the individual and dependent.

Effective July 1, 2021, the Board will pay ninety-three and one half percent (93.5%) toward the Dental Plan premiums for the individual and dependent.

Effective July 1, 2022, the Board will pay ninety - three percent (93%) toward the Dental Plan premiums for the individual and dependent.

Effective July 1, 2023, the Board will pay ninety – two and one half percent (92.5%) toward the Dental Plan premiums for the individual and dependent.

Spousal Coverage – Group 1 and 1B

Beginning July 1, 2016, the spouse of any Bargaining Unit Member in Group 1 or Group 1B who has Dental coverage provided through his/her employer is not eligible for coverage through the district.

A sixty (60) day waiting period is instituted for newly employed Bargaining Unit

Members. Coverage will begin the first of the month following (60) days of employment.

9.5

VISION CARE

A. The Vision coverage shall include biannual examinations and biannual replacement of eyeglasses or contacts, if warranted, to a maximum replacement value of \$100 annually.

B. Effective 2019, the Board will pay eighty-five percent (85%) toward the Vision Plan premiums for the individual and dependent.

Effective July 1, 2020, the Board will pay ninety-four percent (94%) toward the Vision Plan premiums for the individual and dependent.

Effective July 1, 2021, the Board will pay ninety-three and one half percent (93.5%) toward the Vision Plan premiums for the individual and dependent.

Effective July 1, 2022, the Board will pay ninety - three percent (93%) toward the Vision Plan premiums for the individual and dependent.

Effective July 1, 2023, the Board will pay ninety – two and one half percent (92.5%) toward the Vision Plan premiums for the individual and dependent.

Spousal Coverage – Group 1 and Group 1B

Beginning July 1, 2016, the spouse of any Bargaining Unit Member in Group 1 or 1B who has Vision coverage provided through his/her employer is not eligible for coverage through the district.

A sixty (60) day waiting period is instituted for newly employed Bargaining Unit Members. Coverage will begin the first of the month following sixty (60) days.

9.5.1 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 the effective date of the Cadillac Tax, 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 the effective date of the Cadillac Tax.

3. All plans under the Cadillac Tax threshold shall remain in place and in effect beyond the effective date of the Cadillac Tax unless the parties jointly agree on new plans.

In the event all current plans meet or exceed the Cadillac Tax, the parties agree to bargain new healthcare plan options that fall under the Cadillac Excise tax for current bargaining unit members and applicable retirees on District healthcare plans. If the parties are unable to agree on new plans by the effective date of the Cadillac Tax, 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.

Spending Accounts

Health Savings Account (HSA) – Effective July 1, 2020, the district shall make an HSA available for all eligible qualified bargaining unit members who enroll in the HSA-eligible HD1-HC1 plan. The district shall contribute \$500 per year for the life of this contract for any bargaining unit members enrolled in the HSA-eligible HD1-HC1 plan that year. District Funding will take place in early July or after the new hire open enrollment window has expired and is only available for active employees who are eligible for an HSA as outlined in Section 223 of the Internal Revenue Code.

Medical Flexible Spending Account - Eligible qualified bargaining unit members may elect to enroll in the Flexible Spending Account (FSA) or Limited Purpose Flexible Spending Account and contribute up to the IRS annual maximum in pre-tax dollars. Eligible expenses will be in accordance with the requirements of federal law.

Dependent Care Account – Eligible qualified bargaining unit members may elect to enroll in the Dependent Care Account and may elect to contribute up to the annual IRS maximum per household (if the bargaining unit member is married and files taxes separately from his/her spouse) of pre-tax dollars to pay for eligible dependent day care expenses.

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 were at least fifty (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.
2. Effective February 1, 2013, current retirees who retired after July 1, 1999, will be subject to the core health plan consistent with core health plan applicable to active employees, with an option for the current retiree to buy up to the PC 320, PC 10/20/70, or PC 10 plans.
3. 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
4. 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.
5. 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.
6. 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.

9.6 **LIFE INSURANCE**

The Board will pay the premium costs for group life and accidental death and dismemberment insurance for the plan in effect for each Bargaining Unit Member. Group life insurance in the amount of the Bargaining Unit Member's base annual salary, rounded to the nearest hundred dollars (\$100), with a minimum of five thousand dollars (\$5,000), shall be provided. An additional seventy-five hundred dollars, (\$7,500) will also be provided.

9.7 **INCOME PROTECTION PLAN**

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

Benefits for part-time employees will be prorated based on time worked.

A sixty (60) day waiting period is instituted for all newly employed Bargaining Unit Members.

The Income Protection Plan shall also provide:

- A. A forty (40) calendar day waiting period for sickness;
- B. A first (1st) calendar day benefit for accident;
- C. Coverage for loss of limbs; and
- D. 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 District.

9.8 **SEVERANCE PAY FOR PENSIONERS**

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 \$100/day for all accumulated sick and personal days or \$75/year of service to a maximum of \$12,500, whichever is greater. In the last year of the collective bargaining agreement, the maximum shall increase to \$15,000, whichever is greater.

9.9 MILEAGE REIMBURSEMENT

Employees will be reimbursed at the IRS rate for use of their personal transportation, provided it is pre-approved. Said reimbursement will only be paid for travel between buildings or other business as required by the District. A final detailed account of expenses, including receipts, must be presented for reimbursement.

9.10 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 Bargaining Unit Members waive the right to exercise any prerogative or right under the Act. If both spouses are employed by the District, each Bargaining Unit Member shall be entitled to FMLA rights. A year for FMLA purposes shall be deemed to begin 12 months from the date of the last occurrence.

9.11 SICK LEAVE BANK

The parties to this Agreement agree to abide by the terms and conditions of the present sick leave bank.

ARTICLE X

OTHER CONDITIONS OF EMPLOYMENT

10.1 REQUEST FOR TRANSFER

Requests by a Bargaining Unit Member for transfer to a different building or position shall be made through submission of the District transfer request form, one copy of which shall be filed with the Director of Human Resources, or his/her designee, and one copy of which shall be filed with the Association. Said written application will be valid for one (1) calendar year only and shall not be the basis for any transfer exceeding that time period. Such requests for transfer will be considered when scheduling is made, but the consideration is not intended to limit the flexibility of the administration. The application shall set forth the reasons for transfer, the school or position sought and the applicant's qualifications. After consideration of all requests, each applicant shall be notified in writing of the disposition of his/her request.

The parties recognize that the assignment, transfer and promotion of personnel is a management function, vested exclusively in the Board and that nothing in this agreement shall be construed to derogate from the power and responsibility of the Board in regard to such matters. However, transfers, where practical, will be made on a voluntary basis.

10.2 INVOLUNTARY TRANSFER

When an involuntary transfer or reassignment is necessary, the Bargaining Unit Member so affected may request and shall be granted a conference with the Superintendent or designee concerning the need for such change. Normally, the Bargaining Unit Member to be involuntarily transferred shall be notified not later than August 15 of the new school year.

10.3 VACANCIES

Position vacancies and basic qualifications of the position shall be posted in all schools for a minimum period of ten (10) working days. A copy of the notice will be sent to the Association President. The posting shall contain the minimum qualifications, class and salary. Interested candidates must submit written application to the Director of Human Resources, or his/her designee, within the ten (10) 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.

All unsuccessful candidates will be given written notice informing them of the results of his/her application.

10.4 PERSONNEL FILE

A Bargaining Unit Member shall have the right to review the contents of his/her personnel file and to receive two (2) copies at Board expense of any documents contained therein. A Bargaining Unit Member at his/her option shall be entitled to have a representative of the Association accompany him/her during such review. No material derogatory to any Bargaining Unit Member's conduct, service, character or personality shall be placed in his/her personnel file unless the Bargaining Unit Member has had an opportunity to review the material.

The Bargaining Unit Members shall have the right to file an answer to any material that the Bargaining Unit Member regards as derogatory and such answer shall become part of the Bargaining Unit Member's personnel file.

10.5 STRIKES/LOCKOUTS

During the term of this Agreement, there shall be not strikes, stoppages of work or any other interference with the education processes by the Association or its Bargaining Unit Members. In addition, the District agrees there will be no lockouts.

10.6 SENIORITY

A. Definitions:

1. Continuous Service – a continuous service date is used to show a Bargaining Unit Member's length of unbroken service in the District.

2. Seniority Date – a seniority date is used to show a Bargaining Unit Member's seniority in the District. It may be changed when the Bargaining Unit Member loses seniority credit as provided by the guidelines.
 3. Probationary Employee – the first ninety (90) calendar days of continuous service will be a probationary period during which time a Bargaining Unit Member has no seniority standing, no recourse to the grievance procedure, and is subject to transfer, demotion, layoff or discharge at the sole discretion of the Board. Upon satisfactory completion of the probationary period, the Bargaining Unit Member 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 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. Absence from active duty because of illness for two (2) consecutive years
 6. Layoff without recall for two (2) consecutive years
 7. 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. A copy of the list shall be forwarded to the Association President. Bargaining Unit Members are permitted to raise objections to their seniority status within fifteen (15) working days after posting. Failure to do so shall be considered that Bargaining Unit Member's seniority status is confirmed as posted.
 2. The date the Bargaining Unit Member reports to work is the continuous service date and original seniority date.
 3. Seniority accumulates during leaves of absence for:
 - a. Paid sick disability leave

- b. Military leave/military training leave in conformity with provisions of the School Laws of Pennsylvania
- 4. Seniority is prorated for part-time Bargaining Unit Members (i.e., 10/12 month (s) of each year) on a 365 day work year basis.
- 5. Seniority does not prevail in cases of temporary layoffs of less than five (5) work/school 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 I, Recognition

D. Layoff

1. In cases of layoff with multiple employees, the tie-breakers are as follows:
 - a. 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.
 - b. Seniority Date.
 - c. First day of work.
 - d. Board appointment date.
 - e. Date employment accepted by employee.
 - f. Date employment offer made by Human Resources.
2. In the event it becomes necessary to reduce staff permanently (i.e., layoff) for any reason:
 - a. 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.

- b. Ten (10) work days advance notice of layoff shall be given except in an emergency.
- c. 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.
- d. Employees bumping into a lower classification shall receive his/her hourly rate or the maximum of the lower paid classification whichever is lower.
- e. A committee will be formed consisting of an equal number of Association and District members to address concerns regarding the evaluation forms and evaluation process. The Association members will be chosen by the Association but will represent a cross section of the membership.

E. Recall

- 1. Bargaining Unit Members on the layoff list shall be recalled in order of seniority by classification held at time of layoff, provided they have the skills to perform the work available.
- D. Laid off Bargaining Unit Members shall report to work within seven (7) calendar days upon receipt of written notice of recall.
- 2. No new Bargaining Unit Members will be hired until all Bargaining Unit Members in that classification on layoff, having the skill to perform the work, have been recalled.

10.7 TUITION REIMBURSEMENT

- A. Effective for all preapproved courses the Board agrees to reimburse each Bargaining Unit Member fifty percent (50%) of the cost provided courses or programs are related to the Bargaining Unit Member's assigned field, and are requested in writing and approved in advance by the Director of Human Resources.
- 1. Total amount of tuition fees annually cannot exceed \$2,000 per Bargaining Unit Member.

2. Total annual cost of tuition reimbursement for all Bargaining Unit Members shall not exceed \$20,000. The \$20,000 shall be exhausted on a first-come, first-serve basis.
3. Per credit reimbursement shall be limited to the West Chester University rate in effect as of the time of the reimbursement.

The Director of Human Resources or his/her designee may waive these limitations within their discretion in specific cases.

ARTICLE XI

PAID HOLIDAYS AND VACATIONS

11.1 PAID HOLIDAYS-12 MONTH BARGAINING UNIT MEMBERS

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and the day after
Two days at Christmas

11.2 PAID HOLIDAYS-10 MONTH BARGAINING UNIT MEMBERS

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Labor Day (provided work year has begun)
Thanksgiving Day and the day after
Two days at Christmas

Floating Holiday

Bargaining unit members who have perfect attendance (excluding approved personal and vacation days) from July 1st through June 30th will be awarded one floating holiday for the subsequent year. The floating holiday must be used during the year and is not eligible for leave bank carry over.

Religious Holiday

Bargaining unit members may be granted up to three (3) days to fulfill religious obligations. Such time shall be charged against days allowed for personal and/or vacation leave days.

11.3 VACATION-12 MONTH BARGAINING UNIT MEMBERS

Bargaining Unit Members shall receive ten (10) days paid vacation after one (1) full year of employment, fifteen (15) days after five (5) years of employment and twenty (20) days after fifteen (15) years of employment.

Vacations will be taken during the period of time between the close of school and one week prior to the opening of school for teachers, except in circumstances when vacations may be taken at other times with the approval of the immediate superior. Payment for vacation time will be made on the average annual hourly schedule times the hourly rate and the rate prevailing at the time the vacation is taken. Bargaining Unit Members may take vacation days during the winter and spring break.

Bargaining Unit Members transferring from a 10 month full-time position to a twelve (12) month full-time position will have vacation computed by the following formula: number of months of service in District as of July 1 of any year, divided by eighteen (18) months equals the total years (or fraction thereof) service credited for vacation.

Employees may carry-over up to a maximum of three (3) days each year into the next school year.

11.4 TERMINATION OF EMPLOYMENT

At the termination of employment by the Bargaining Unit Member for any reason, the Bargaining Unit Member or his/her beneficiary will receive compensation for unused vacation days.

ARTICLE XII

MEMBERSHIP DUES DEDUCTION

- 12.1** All Bargaining Unit Members 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 Bargaining Unit Members for the duration of this Collective Bargaining Agreement so providing with the provision that any such Bargaining Unit Member or Bargaining Unit Members may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement.
- 12.2** 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. Such deductions will be made in equal installments out of each subsequent pay during the balance of the school fiscal year. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by any reasons of actions taken by the board in reliance upon representations furnished to the Board and in complying with any of the provisions of this Article.
- A. Deductions for the first pay of the school fiscal year will be made provided the list is given to the Human Resources office by September 15. After September 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.

ARTICLE XIII

MAINTENANCE OF MEMBERSHIP

13.1

As provided by the Public Employees Relations Act, Article 111, paragraph eighteen (18), the Board agrees that Bargaining Unit Members who are members of the Association as of September 5, 1972, or who join the Association thereafter must remain Bargaining Unit Members for the duration of this Collective Bargaining Agreement so providing with the provision that any such Bargaining Unit Member or Members may resign from the Association during a period of fifteen (15) calendar days prior to the expiration of this Agreement.

ARTICLE XIV

SALARY PROVISIONS

14.1

Wages

Wage increases shall be set forth in Addendum A, *infra*, and shall reflect the following:

2019-2020 (1st year of the Collective Bargaining Agreement)

A One-thousand dollar (\$1,000) signing bonus for all eligible unit members, once the collective bargaining agreement has been fully ratified. Eligible unit members shall be defined as Bargaining Unit Members that were employed as of 11/7/19.

2020-2021 (2nd year of the Collective Bargaining Agreement)

Changes shall be made in the following order:

- a. Twenty-five cents (25¢) per hour increase for (new) Group 1b
- b. Twenty-five cents (25¢) per hour increase for Group 4
- c. 2% increase on scale to every bargaining unit member
- d. 2% increase to off-scale ("red-circled") bargaining unit members
- e. One salary step movement for eligible bargaining unit members on the 1st pay of the school year

2021-2022 (3rd year of the Collective Bargaining Agreement)

- a. 2% increase on scale to every bargaining unit member, effective on the 13th pay of the school year
- b. 2% increase to off-scale ("red-circled") bargaining unit members, effective on the 13th pay of the school year
- c. One salary step movement for eligible bargaining unit members on the 13th pay of the school year

2022-2023 (4th year of the Collective Bargaining Agreement)

- a. 2% increase on scale to every bargaining unit member, effective on the 1st pay of the school year
- b. 2% increase to off-scale ("red-circled") bargaining unit members, effective on the 1st pay of the school year
- c. One salary step movement for eligible bargaining unit members on the 1st pay of the school year

2023-2024 (5th year of the Collective Bargaining Agreement)

- a. 3% increase on scale to every bargaining unit member, effective on the 1st pay of the school year
- b. 3% increase on scale to off-scale ("red-circled") bargaining unit members, effective on the 1st pay of the school year
- c. No step movement in this school year

14.2

It is mutually agreed that there shall be no movement on the salary schedule at the conclusion of the contract and salaries shall remain unchanged until a successor agreement is reached unless contrary to law.

Any Bargaining Unit Member who has longevity as of the time of ratification of this successor agreement shall continue to receive that longevity. However, the amount of the longevity will not increase and no new people will be eligible for longevity.

14.3

The normal work day for full-time Bargaining Unit Members shall consist of a minimum of seven (7) hours and a maximum of eight (8) hours as recommended by a supervisor and approved by the District plus an unpaid lunch period of at least one-half (1/2) hour.

If a Bargaining Unit Member is required to work in excess of forty hours in any week, the Bargaining Unit Member shall be paid at the rate of one and one-half

(1 1/2) times the Bargaining Unit Member's regular hourly rate for all hours in excess of forty (40) hours worked in that week.

Compensatory time may be substituted for overtime payment upon mutual agreement of the Bargaining Unit Member's immediate supervisor as to when the time will be taken.

The parties shall measure and bargaining unit member shall be compensated for overtime in tenths of an hour (6 minute increments).

- A. No overtime shall be scheduled or worked without prior approval of the immediate supervisor or building principal
- B. Minutes will be rounded as follows: 0,1,2 will be rounded down to the nearest tenth of an hour; 3,4,5 will be rounded up to the nearest tenth of an hour

14.4 At the District's discretion, new Bargaining Unit Members may be placed at a comparable position on the salary schedule taking into account their years of previous experience and qualifications with the following limitations:

- A. The District will not hire above Step 3 for Group 1, Group 1B and Group 4 Bargaining Unit Members
- B. The District will not hire above Step 5 for Group 2, Group 3, Group 5 and Group 6 Bargaining Unit Members

14.5 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.

14.6 No compensation increase will be given to a Bargaining Unit Member receiving an unsatisfactory rating in accordance with the evaluation tool. The Bargaining Unit Member receiving an unsatisfactory rating that does not result in an immediate suspension or discharge will be subject to the following:

The Bargaining Unit Member receiving an unsatisfactory rating shall have ninety (90) days to improve. Upon completion of the ninety (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 ninety (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.

Upon request, a Bargaining Unit Member will be allowed to have the rating reviewed through the following process:

- A. The Bargaining Unit Member will schedule a meeting with the Department Supervisor and the Bargaining Unit Member's immediate supervisor to discuss the rating.
- B. 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.

14.7 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.

ARTICLE XV

WORK YEAR

- 15.1** The work year for all full-time instructional and non-instructional assistants and technology associates is all student days plus an additional three (3) days for professional development. All student days, including student half days, represent full contracted work days for staff. Bargaining Unit Members must use approved leave if not reporting to work on one of the professional development days or if planning to leave during the afternoon of a student half day.
- A. Days will be used for Professional Development which can consist of departmental or school based training or designated online offerings.
 - B. At least one day will be prior to the start of the student calendar.
 - C. The specific three (3) days to be used will be communicated to Bargaining Unit Members prior to the end of the previous school year.
- 15.2** The work year for instructional assistants, non-instructional assistants and technology associates who are employed part-time shall be based on need and/or program design each year as determined by the Board.
- 15.3** The work year for all full-time ten (10) month secretaries and clerks is all scheduled student days plus an additional three (3) days for professional development. All student days, including student half days, represent full contracted work days for staff. Bargaining Unit Members must use approved leave if not reporting to work on one of the professional development days or if planning to leave during the afternoon of a student half day.
- A. Days will be used for Professional Development which can consist of departmental or school based training or designed online offerings.
 - B. At least one day will be prior to the start of the student calendar.
 - C. The specific three (3) days to be used will be communicated to Bargaining Unit Members prior to the end of the previous school year.
- 15.4** Bargaining Unit members who work the District Summer Programs may use one (1) sick day from their accumulated sick balance during the summer program.

ARTICLE XVI

SUBCONTRACTING

16.1 For Group 1 and 1B

As of the date of ratification of this agreement, the District has the right, at its discretion, to subcontract bargaining unit work for a bargaining unit vacancy that results from the resignation, retirement, termination for cause of a bargaining unit member or a newly created bargaining unit position. No bargaining unit member shall be furloughed or laid off for purposes of subcontracting.

For Groups 2 - 6

- A. 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 a Bargaining Unit Member.
- B. 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 XVII

TERMINATION

- 17.1** This Agreement shall become effective on the 1st day of July, 2019 and shall continue in full force and effect until the last day of June, 2024.
- 17.2** This Agreement shall remain in effect thereafter from year to year upon the same terms and conditions as are herein contained unless written notice of intention to terminate or modify is given, on or before November 1, prior to expiration by either party to the other.
- 17.3** This Agreement supersedes and cancels all previous understanding 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.
- 17.4** In witness whereof, the parties hereto, by their respective officers who are duly 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 the 26th day of October, 2015.

ADDENDUM A – REGULAR SALARY CHARTS

Group 1

This includes Security Greeters, Instructional Assistants, Non-Instructional Assistants, ELD Instructional Assistants and Secondary Library Assistants.

Salary Step Movement

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
				1	1
			1	2	2
		1	2	3	3
	1	2	3	4	4
	2	3	4	5	5
	3	4	5	6	6
	4	5	6	6	6
	5	6	6	6	6
	6	6	6	6	6

Hourly Rates

Step	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
1	\$12.45	\$12.70	\$12.95	\$13.21	\$13.61
2	\$12.74	\$12.99	\$13.25	\$13.52	\$13.93
3	\$13.04	\$13.30	\$13.57	\$13.84	\$14.25
4	\$13.35	\$13.62	\$13.89	\$14.17	\$14.59
5	\$13.67	\$13.94	\$14.22	\$14.51	\$14.94
6	\$14.89	\$15.19	\$15.49	\$15.80	\$16.28

NOTES:

1. Bargaining Unit Members receiving an unsatisfactory rating will receive no pay increase or step movement in the following year.

ADDENDUM A – REGULAR SALARY CHARTS (CONTD)

Group 1B

This includes Special Education Instructional Assistants

Salary Step Movement

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
				1	1
			1	2	2
		1	2	3	3
	1	2	3	4	4
	2	3	4	5	5
	3	4	5	6	6
	4	5	6	6	6
	5	6	6	6	6
	6	6	6	6	6

Hourly Rates

Step	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
1	\$12.45	\$12.95	\$13.21	\$13.48	\$13.88
2	\$12.74	\$13.25	\$13.51	\$13.79	\$14.20
3	\$13.04	\$13.56	\$13.83	\$14.10	\$14.53
4	\$13.35	\$13.87	\$14.15	\$14.43	\$14.87
5	\$13.67	\$14.20	\$14.48	\$14.77	\$15.22
6	\$14.89	\$15.44	\$15.75	\$16.07	\$16.55

NOTES:

1. Bargaining Unit Members receiving an unsatisfactory rating will receive no pay increase or step movement in the following year.

ADDENDUM A – REGULAR SALARY CHARTS (CONTD)

Group 2

This includes Receptionists, Secretaries to Athletic Directors, Assistant Principals, Supervisors, High School Library Assistants*, Title 1 Clerk, Guidance Clerks, Attendance Clerks, Accounts Payable Clerks, Business Office Clerks, Payroll Clerks, Copy/Data Center Clerks, Secretaries to Coordinators, Secretaries to Facilities and Operations Center, Tax Clerks, Elementary Office Aides/Library Assistants, Transportation Clerk.

Salary Step Movement

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
				1	1
			1	2	2
		1	2	3	3
1	1	2	3	4	4
2	2	3	4	5	5
3	3	4	5	6	6
4	4	5	6	7	7
5	5	6	7	8	8
6	6	7	8	9	9
7	7	8	9	10	10
8	8	9	10	10	10
9	9	10	10	10	10
10	10	10	10	10	10

Hourly Rates

Step	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
1	\$15.12	\$15.42	\$15.73	\$16.05	\$16.53
2	\$15.51	\$15.82	\$16.14	\$16.46	\$16.95
3	\$15.91	\$16.23	\$16.55	\$16.88	\$17.39
4	\$16.31	\$16.64	\$16.97	\$17.31	\$17.83
5	\$16.74	\$17.07	\$17.42	\$17.76	\$18.30
6	\$17.17	\$17.51	\$17.86	\$18.22	\$18.77
7	\$17.60	\$17.95	\$18.31	\$18.68	\$19.24
8	\$18.04	\$18.40	\$18.77	\$19.14	\$19.72
9	\$18.45	\$18.82	\$19.20	\$19.58	\$20.17
10	\$20.76	\$21.18	\$21.60	\$22.03	\$22.69

NOTES:

1. Bargaining Unit Members receiving an unsatisfactory rating will receive no pay increase or step movement in the following year.

** Restricted to incumbent. Future hires will be placed on Class lower.*

ADDENDUM A – REGULAR SALARY CHARTS (CONTD)

Group 3

This includes Secretaries to High School, Middle School & Elementary Principals, Directors, Assistant Superintendent, Payroll Technician, Transportation Technician, Receptionist/Communication Technician, Accounting Technicians (Child Accounting, Tax Accounting, Accounting Support, Special Education & Student Services).

Salary Step Movement

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
				1	1
			1	2	2
		1	2	3	3
	1	2	3	4	4
	2	3	4	5	5
	3	4	5	6	6
	4	5	6	7	7
	5	6	7	8	8
	6	7	8	9	9
	7	8	9	10	10
	8	9	10	10	10
	9	10	10	10	10
	10	10	10	10	10

Hourly Rates

Step	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
1	\$18.37	\$18.74	\$19.11	\$19.49	\$20.08
2	\$18.73	\$19.10	\$19.49	\$19.88	\$20.47
3	\$19.12	\$19.50	\$19.89	\$20.29	\$20.90
4	\$19.52	\$19.91	\$20.31	\$20.71	\$21.34
5	\$19.91	\$20.31	\$20.71	\$21.13	\$21.76
6	\$20.36	\$20.77	\$21.18	\$21.61	\$22.25
7	\$20.75	\$21.17	\$21.59	\$22.02	\$22.68
8	\$21.28	\$21.71	\$22.14	\$22.58	\$23.26
9	\$21.64	\$22.07	\$22.51	\$22.96	\$23.65
10	\$24.29	\$24.78	\$25.27	\$25.78	\$26.55

NOTES:

1. Bargaining Unit Members receiving an unsatisfactory rating will receive no pay increase or step movement in the following year.

ADDENDUM A – TECHNOLOGY SALARY CHARTS

Group 4

This includes Technology Associates and Lead Technology Associates.

Salary Step Movement

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
				1	1
			1	2	2
		1	2	3	3
	1	2	3	4	4
	2	3	4	5	5
	3	4	5	6	6
	4	5	6	6	6
	5	6	6	6	6
	6	6	6	6	6

Hourly Rates

Step	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
1	\$12.15	\$12.65	\$12.90	\$13.16	\$13.55
2	\$12.46	\$12.96	\$13.22	\$13.49	\$13.89
3	\$12.78	\$13.29	\$13.56	\$13.83	\$14.24
4	\$13.11	\$13.63	\$13.90	\$14.18	\$14.60
5	\$13.45	\$13.97	\$14.25	\$14.54	\$14.97
6	\$14.74	\$15.29	\$15.60	\$15.91	\$16.38

- At least 6 Lead Tech Associates (12 month position) will receive an additional \$1.00 (one dollar) per hour.

NOTES:

1. Bargaining Unit Members receiving an unsatisfactory rating will receive no pay increase or step movement in the following year.

ADDENDUM A – TECHNOLOGY SALARY CHARTS (CONTD)

Group 5

This includes Senior Technology Associates, Data Maintenance Clerks, Information Specialists and Help Desk Technicians.

Salary Step Movement

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
				1	1
			1	2	2
		1	2	3	3
	1	2	3	4	4
	2	3	4	5	5
	3	4	5	6	6
	4	5	6	7	7
	5	6	7	8	8
	6	7	8	9	9
	7	8	9	10	10
	8	9	10	10	10
	9	10	10	10	10
	10	10	10	10	10

Hourly Rates

Step	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
1	\$16.89	\$17.23	\$17.57	\$17.92	\$18.46
2	\$17.26	\$17.61	\$17.96	\$18.32	\$18.87
3	\$17.63	\$17.98	\$18.34	\$18.71	\$19.27
4	\$18.00	\$18.36	\$18.73	\$19.10	\$19.67
5	\$18.41	\$18.78	\$19.15	\$19.54	\$20.12
6	\$18.81	\$19.19	\$19.57	\$19.96	\$20.56
7	\$19.53	\$19.92	\$20.32	\$20.73	\$21.35
8	\$20.04	\$20.44	\$20.85	\$21.27	\$21.90
9	\$20.81	\$21.23	\$21.65	\$22.08	\$22.75
10	\$23.08	\$23.54	\$24.01	\$24.49	\$25.23

NOTES:

1. Bargaining Unit Members receiving an unsatisfactory rating will receive no pay increase or step movement in the following year.

ADDENDUM A – TECHNOLOGY SALARY CHARTS (CONTD)

Group 6

This includes Technical Support Specialists, Database Specialists, Web Programmers, Network Specialists, Senior Network Specialist, Senior Database Specialist and Senior Technology Support Specialist.

Salary Step Movement

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
				1	1
			1	2	2
		1	2	3	3
	1	2	3	4	4
	2	3	4	5	5
	3	4	5	6	6
	4	5	6	7	7
	5	6	7	8	8
	6	7	8	9	9
	7	8	9	10	10
	8	9	10	10	10
	9	10	10	10	10
	10	10	10	10	10

Hourly Rates

Step	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
1	\$23.77	\$24.25	\$24.73	\$25.22	\$25.98
2	\$24.16	\$24.64	\$25.14	\$25.64	\$26.41
3	\$24.54	\$25.03	\$25.53	\$26.04	\$26.82
4	\$24.95	\$25.45	\$25.96	\$26.48	\$27.27
5	\$25.37	\$25.88	\$26.39	\$26.92	\$27.73
6	\$25.80	\$26.32	\$26.84	\$27.38	\$28.20
7	\$26.69	\$27.22	\$27.77	\$28.32	\$29.17
8	\$27.61	\$28.16	\$28.73	\$29.30	\$30.18
9	\$28.18	\$28.74	\$29.32	\$29.90	\$30.80
10	\$30.88	\$31.50	\$32.13	\$32.77	\$33.75

- At least 1 Senior Network Specialist shall receive an additional \$2.00 (two dollars) per hour.
- At least 1 Senior Database Specialist shall receive an additional \$2.00 (two dollars) per hour.
- At least 2 Senior Technology Support Specialist shall receive an additional \$2.00 (two dollars) per hour.

NOTES:

1. Bargaining Unit Members receiving an unsatisfactory rating will receive no pay increase or step movement in the following year.

ADDENDUM B

**WEST CHESTER EDUCATION
SUPPORT PROFESSIONALS ASSOCIATION
GRIEVANCE REPORT FORM**

Grievance # _____ Name of Grievant _____

Date Incident Occurred _____ Grievant's Worksite _____

Date Filed _____

Statement of Grievance _____

Applicable Contract Provisions _____

Relief Sought _____

Aggrieved or Representative Signature _____

Date _____

Received by _____

Date Discussed with Immediate Supervisor _____

LEVEL I

Immediate Supervisor's Response:

Supervisor's Signature _____ Date _____

Accepted _____ Rejected _____

Grievant or Representative's Signature _____ Date _____

ADDENDUM B (CONTD)

LEVEL II

Meeting Date _____

Level II Answer:

Director of Human Resources/Designee Signature _____

Date _____

Accepted _____ Rejected _____

Grievant or Representative's Signature _____

Date _____

LEVEL III

Meeting Date _____

Level III Answer:

Superintendent/Designee Signature _____

Date _____

Grievant or Representative's Signature _____

Date _____

Accepted _____ Rejected _____

Appealed to Arbitration _____ Date _____

**WEST CHESTER AREA SCHOOL DISTRICT BOARD OF SCHOOL
DIRECTORS/
WEST CHESTER AREA EDUCATION SUPPORT PROFESSIONALS
ASSOCIATION, ESPA-PSEA-NEA**

MEMORANDUM OF AGREEMENT

WHEREAS, the West Chester Area School District Board of School Directors (hereinafter called "District") and the West Chester Area Education Support Professionals Association, ESPA-PSEA-NEA (hereinafter called "Association"), collectively the "Parties" are bargaining a successor Collective Bargaining Agreement that expired on June 30, 2019;

WHEREAS, due to ongoing impasse at the bargaining table, the parties elected to proceed to fact finding under the auspices of Act 88 of 1992;

WHEREAS, the parties participated in the forty day fact-finding process in which the parties presented labor related information to John Skonier, Esquire, the Fact-Finder who was appointed by the Pennsylvania Labor Relations Board;

WHEREAS, on October 28, 2019, John Skonier, Esquire, issued a Fact Finding report consistent with the requirements of Act 88 to both parties;

WHEREAS, in order to ensure the full understanding of the parties for a successor Collective Bargaining Agreement, the parties enter into this Memorandum of Agreement concurrently with approval of the Fact Finding report.

1. Both the Association and the Board of School Directors affirmatively approve the Fact Finder's report as presented by John Skonier, Esquire, on October 28, 2019 consistent with the provisions of Act 88 of 1992.

2. In addition to the approved Fact Finder's report, the following clarifications are agreed to by the parties for the successor contract that will be developed following approval of this Memorandum of Agreement in connection with the fact finder's report:

a. The parties agree that "red circled" employees shall receive a 2% wage increase at the 13th pay period in the 2021-22 fiscal year, a first pay period increase of 2% in 2022-23 fiscal year, and a first pay period increase of 3% in 2023-24 fiscal year.

b. Due to IRS regulations the medical and prescription drug plans must be purchased together and not individually. It is understood that bargaining unit members must choose prescription and drug plan along with a medical plan. Such additional language will be developed in the collective bargaining agreement reflective of this understanding.

c. All dates in the agreement should reflect a July 1 through June 30th time period, thus, to the extent the Fact-Finder's report reflected a July 1st

through August 30th time period the parties are of the mutual understanding such a time period can be disregarded.

d. For both the dental and vision plans, the premium cost percentages by the employees for said plans shall be consistent with the contribution percentages to the QHDHP in a given year of the contract.

e. On Page 11 of the Fact-Finder's report, in reference to Article 11.2, paid holidays, such article should pertain to both 10 month and 12 month employees.

f. The "status quo" language from the previous collective bargaining agreement that accompanied the salary charts for the groups in the bargaining unit should be placed into the new salary charts in the collective bargaining agreement. Consistent with this understanding, the following language shall be included in the salary charts:

i. All salary charts shall include the following statement as referenced in the notes of the previous collective bargaining agreement: 1) Bargaining Unit Members receiving an unsatisfactory rating will receive no pay increase or step movement in the following year.

ii. Group 4 salary chart shall include: At least 6 Lead Tech Associates (12 month position) will receive an additional \$1.00 (one dollar) per hour.

iii. Group 6 salary chart shall include: 1) At least 1 Senior Network Specialist shall receive an additional \$2.00 (two dollars) per hour, 2) At least 1 Senior Database Specialist shall receive an additional \$2.00 (two dollars) per hour, 3) At least 2 Senior Technology Support Specialists shall receive an additional \$2.00 (two dollars) per hour.

g. The parties agree the list of bargaining unit positions referenced on the Fact-Finder's salary charts is not exhaustive of the positions within the group. The parties have identified the following positions that should also be referenced on the charts:

i. Group 1 Chart – to also include ELD Instructional Assistants, Secondary Library Assistants

ii. Group 2 Chart – to also include Transportation Clerk

iii. Group 3 – to also include transportation Technician

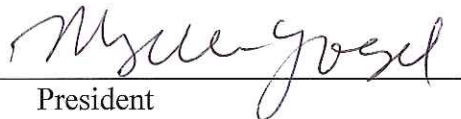
iv. Group 4 – to also include Lead Technology Associates


v. Group 6 – to also include Senior Network Specialist, Senior Database Specialist and Senior Technology Support Specialist

3. By entering into this Memorandum of Agreement concurrently with the Fact-Finder's report the parties shall revise the Collective Bargaining Agreement consistent with this understanding and a new contract is finalized.

West Chester Area Education Support
Professionals Association, ESPA-PSEA-NEA

West Chester Area School District

By: 
President

By: 
Board President

Attest: 
Secretary

Attest: 
Board Secretary

Dated: November 7, 2019

Dated: November 7, 2019

