

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

IN THE MATTER OF THE FACT FINDING BETWEEN

| | | |
|------------------------------------|----------|--------------------------------|
| WEST CHESTER AREA EDUCATION | : | |
| SUPPORT PROFESSIONALS | : | |
| ASSOCIATION, ESPA-PSEA-NEA | : | |
| | : | FACT FINDING REPORT |
| and | : | CASE NO. ACT 88-19-18-E |
| | : | |
| WEST CHESTER AREA | : | |
| SCHOOL DISTRICT | : | |

HEARING: October 10, 2019
 Exton, PA

FACT FINDER: John M. Skonier, Esq.

FOR THE ASSOCIATION:

Ms. Wendy M. Leary
UniServ Representative

FOR THE DISTRICT:

Mark W. Fitzgerald, Esq.
District Labor Counsel

Procedural History

Pursuant to Act 88 of 1992 (Act 88) and the Public Employe Relations Act, Act 195 of 1970 (PERA), notice was received by the Pennsylvania Labor Relations Board (PLRB) from the Bureau of Mediation that no agreement had been reached between the West Chester Area Education Association, PSEA-NEA (hereinafter Association) and the West Chester Area School District (hereinafter District). By letter dated September 17, 2019, the PLRB appointed the undersigned to act as a fact finder, vested with the authority set forth above. Subsequent to such notice, the parties were duly notified and a hearing was held on October 10, 2019, in Exton, Pennsylvania; at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses, and introduce documentary evidence in support of their respective positions. The matter is now ready for issuance of the subject Report.

The instant impasse involves unresolved issues with various sub-issues. This Report contains "recommendations" for these issues which constitute the settlement proposal upon which the parties are now required to act, as directed by statute and PLRB regulations. Pursuant to statutory authority, this Report will be released to the public if not accepted. A vote to accept the Report does not constitute agreement with or endorsement of the rationales, but rather represents only an agreement to resolve the issues by adopting the recommendations. The parties are directed to review the Report and, within ten days of its issuance, notify the PLRB of their decision to accept or reject the recommendations.

RECOMMENDATIONS

Article 17.1 - Term of the Agreement

The prior term of the collective bargaining agreement was July 1, 2015 through June 30, 2019.

Recommendation:

A 5-year term for the collective bargaining agreement, therefore, Article 17, Section 17.1, shall read as follows:

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.

Article 6, Section 6.3 - Days Not Charged

Article 6, Section 6.3, Days Not Charged, currently reads as follows:

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. Requests for payment beyond that period must be made in writing to the Superintendent through the immediate supervisor.

Recommendation:

Article VI, Section 6.3, Days Not Charged, shall read as follows:

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.

Article 14 - Wages

Recommendation:

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

2019-2020 (1st year of the Contract)

Year one - a \$1,000.00 signing bonus for all eligible bargaining unit members, once the collective bargaining agreement has been fully ratified.

2020-2021 (2nd year of the Contract)

Changes shall be made in the following order:

- 25¢ per hour increase for (New) Group 1b.
- 25¢ per hour increase for Group 4.
- One salary step movement for eligible bargaining unit members on the 1st pay of the school year.
- 2% increase on scale to every bargaining unit employee.
- 2% increase to “red-circled” bargaining unit members.

2021-2022 (3rd year of the Contract)

- 2% increase on scale to every bargaining unit employee, effective on the 13th pay of the school year.
- One salary step movement for eligible bargaining unit members on the 13th pay of the school year.

2022-2023 (4th year of the Contract)

- 2% increase on scale to every bargaining unit employee, effective on the 1st pay of the school year.
- One salary step movement for eligible bargaining unit members on the 1st pay of the school year.

2023-2024 (5th year of the Contract)

- 3% increase on scale to every bargaining unit employee, effective on the 1st pay of the school year.
- No step movement in this school year.

Article 9, Section 9.1(A) - Plans to be Offered

The Board shall offer the following medical plans to during the term of the Collective Bargaining Agreement, or as otherwise stated:

1. HDHP Plan (Core Plan)
2. Personal Choice 10 Plan
3. Personal Choice 10/20/70 Plan
4. Personal Choice PC320 with In-Network Out of Pocket Maximum of \$1,000/\$2,000 shall rise to \$2,300/\$4,600 in the 5th year of the contract..

Article 9, Section 9.1(B), Allocation of Medical Benefit Premiums During the Term of this Contract

Article 9, Section 9.1(B) currently reads as follows:

1. Effective July 1, 2015, the Board shall contribute eighty-eight percent (88%) 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.
2. Effective July 1, 2016, the Board shall contribute eighty-seven percent (87%) 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.
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 the Personal Choice 10 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
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 the Personal Choice 10 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

Recommendation:

Article 9, Section 9.1(B) shall read as follows:

1. For the first year of the contract (July 1, 2019 through August 30, 2020), the health care benefit shall remain status quo.
2. Effective July 1, 2020, the Board shall contribute ninety-four percent (94%) toward the medical benefit plan premiums for the HDHP Plan. The difference between the Board's contribution level for the HDHP Plan and the total cost of the Personal Choice 10/20/70 Plan, the Personal Choice 10 Plan or the Personal Choice 320 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
3. Effective July 1, 2021, the Board shall contribute ninety-three and one-half percent (93.5%) toward the medical benefit plan premiums for the HDHP Plan. The difference between the Board's contribution level for the HDHP Plan and the total cost of the Personal Choice 10/20/70 Plan, the Personal Choice 10 Plan or the Personal Choice 320 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
4. Effective July 1, 2022, the Board shall contribute ninety-three percent (93%) toward the medical benefit plan premiums for the HDHP Plan. The difference between the Board's contribution level for the HDHP Plan and the total cost of the Personal Choice 10/20/70 Plan, the Personal Choice 10 Plan or the Personal Choice 320 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
5. Effective July 1, 2023, the Board shall contribute ninety-two and one-half percent (92.5%) toward the medical benefit plan premiums for the HDHP Plan. The difference between the Board's contribution level for the HDHP Plan and the total cost of the Personal Choice 10/20/70 Plan, the Personal Choice 10 Plan or the Personal Choice 320 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

Article 9, Section 9.3, Prescription Drug Plan

The current language of Article 9, Section 9.3, Prescription Drug Plan reads as follows:

- A. 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, 2015, the Board will pay eighty-eight (88%) toward the Prescription Plan premiums for the individual and dependent.
- D. Effective July 1, 2016, the Board will pay eighty-seven percent (87%) toward the Prescription Plan premiums for the individual and dependent.
- E. Effective July 1, 2017, the Board will pay eighty-six percent (86%) toward the Prescription Plan premiums for the individual and dependent.
- F. Effective July 1, 2018, the Board will pay eighty-five percent (85%) toward the Prescription Plan premiums for the individual and dependent.

Recommendation:

Article 9, Section 9.3, Prescription Drug Plan shall be amended to read as follows:

- A. The prescription drug plan may only be elected when a bargaining unit member is enrolled in a District medical plan. (NEW) Effective July 1, 2020, there shall be a 3-Tier Drug Utilization Management Plan.
- B. The Board will provide for the individual and dependent prescription drug coverage, with costs limited to a \$10.00 deductible for generic drugs, a \$30.00 deductible for brand name drugs, a \$50.00 deductible for formulary drugs, and, in the third year of the contract, a 2.5% or \$100/fill deductible for specialty 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).

- C. The mail service prescription plan and the Client Based Network shall provide for two (2) co-pays per ninety (90) day supply with the exception of specialty drugs

which will be limited to a 30-day supply.

- D. The prescription drug plan will include the implementation of prior authorization, step and quantity management initiatives.
- E. For the first year of the contract (July 1, 2019 through August 30, 2020), the Prescription Drug Plan shall remain status quo.
- F. Effective July 1, 2020, the Board will pay ninety-four percent (94%) toward the Prescription Plan premiums for the individual and dependent. The difference between the Board's contribution level for prescriptions through the HDHP Plan and the total cost for prescriptions through the Personal Choice 10/20/70 Plan, the Personal Choice 10 Plan or the Personal Choice 320 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
- G. Effective July 1, 2021, the Board will pay ninety-three and one-half percent (93.5%) toward the Prescription Plan premiums for the individual and dependent. The difference between the Board's contribution level for prescriptions through the HDHP Plan and the total cost for prescriptions through the Personal Choice 10/20/70 Plan, the Personal Choice 10 Plan or the Personal Choice 320 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
- H. Effective July 1, 2022, the Board will pay ninety-three percent (93%) toward the Prescription Plan premiums for the individual and dependent. The difference between the Board's contribution level for prescriptions through the HDHP Plan and the total cost for prescriptions through the Personal Choice 10/20/70 Plan, the Personal Choice 10 Plan or the Personal Choice 320 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
- I. Effective July 1, 2023, the Board will pay ninety-two and one-half percent (92.5%) toward the Prescription Plan premiums for the individual and dependent. The difference between the Board's contribution level for prescriptions through the HDHP Plan and the total cost for prescriptions through the Personal Choice 10/20/70 Plan, the Personal Choice 10 Plan or the Personal Choice 320 Plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

Article 9, Section 9.1 (NEW): Health Savings Account

Recommendation:

The Board will contribute Five Hundred Dollars (\$500.00) per year for each year of the

contract for each employee enrolled in the HDHP Plan. Funding will occur in the first week of July or after the new hire open enrollment window has expired for new hires.

Article 9, Section 9.2 Dental Plan:

Recommendation:

No change is recommended.

Article 9, Section 9.4 Vision Plan:

Recommendation:

No change is recommended.

Article 9, Section 9.5 - Life Insurance - Maximum Amount

Recommendation:

No change is recommended.

Article 9, Section 9.9 - Family and Medical Leave Act

Recommendation:

Amend language to read as follows:

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 be the previous 12 months from the date of the last occurrence.

Article 16, Section 16.1 - Subcontracting

Article 16.1, current language reads as follows:

For Group 1

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).

Recommendation:

As this language was just negotiated by the parties into the collective bargaining agreement in the last contract, no change is recommended at this time.

Article 9, Section 9.7 - Severance Pay For Pensioners

Current language reads as follows:

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 \$10,000, whichever is greater.

Amend current language to read as follows:

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 \$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.

Article 15, Section 15.4 (NEW) Summer School Procedure proposed by School Board.

Recommendation:

The provision agreed to at the fact finding hearing shall be included in the contract. The provision reads as follows::

15.4 One (1) sick day may be used from the accumulated sick balance during summer school.

Prior Agreements Between the Parties:

The parties met bargaining sessions prior to the instant fact finding hearing, which yielded agreement to the District's proposed language on the following Articles of the collective bargaining agreement:

Article 6.4 - Notification of Accumulation of Sick Leave

Article 6.4 - Incremental Use of Sick and Compensatory Leave

Article 7.3 - Death of a Very Close Friend

Article 7.5 - Personal Leave of Absence

Article 9.6 - Income Protection Plan

Article 10.6 - Seniority, A. Definitions, 3. Probationary Employee

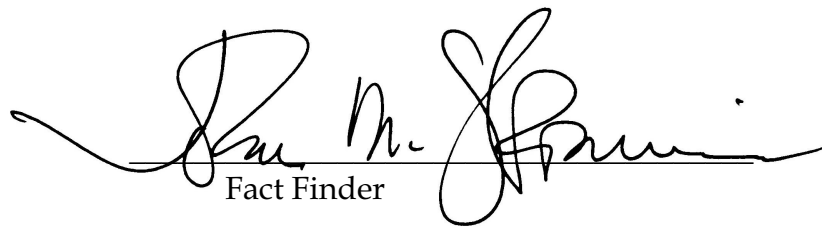
Article 11.2 - Paid Holidays - 10 Month Bargaining Unit Members

Article 12.2 - Membership Dues Deduction (Removal of Fair Share language)

Salary Charts - Removal of pro-rating employees less than 50%

Aside from editorial changes regarding the updating of relevant dates and contractual language that was mutually agreed to by the parties, all provisions of the contract and all issues in dispute for which no recommendation for change has been made in the subject Report should remain as is.

Having conducted a Fact Finding hearing pursuant to Act 88 and Act 195, having taken testimony under oath, and having considered the evidence to better understand the respective positions of the parties, I respectfully submit this Report.


Fact Finder

Date: October 28, 2019

Appendix A - Regular Salary Charts

Group 1

This includes Security Greeters, Regular Education Instructional Assistants and Non-Instructional Assistants

STEP PLACEMENT CHART

| 2018-2019 | 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 | 6 | 6 |
| 5 | 5 | 6 | 6 | 6 | 6 |
| 6 | 6 | 6 | 6 | 6 | 6 |

SALARY CHARTS

| 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 |

Group 1B

This Includes Special Education Instructional Assistants

STEP PLACEMENT CHART

| 2018-2019 | 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 | 6 | 6 |
| 5 | 5 | 6 | 6 | 6 | 6 |
| 6 | 6 | 6 | 6 | 6 | 6 |

SALARY CHARTS

| 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 |

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.

STEP PLACEMENT CHART

| 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 |
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| 2 | 2 | 3 | 4 | 5 | 5 |
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| 6 | 6 | 6 | 6 | 6 | 6 |
| 7 | 7 | 8 | 9 | 10 | 10 |
| 8 | 8 | 9 | 10 | 10 | 10 |
| 9 | 9 | 10 | 10 | 10 | 10 |
| 10 | 10 | 10 | 10 | 10 | 10 |

SALARY CHARTS

| 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 |

Group 3

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

STEP PLACEMENT CHART

| 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 |
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| 5 | 5 | 6 | 6 | 6 | 6 |
| 6 | 6 | 6 | 6 | 6 | 6 |
| 7 | 7 | 8 | 9 | 10 | 10 |
| 8 | 8 | 9 | 10 | 10 | 10 |
| 9 | 9 | 10 | 10 | 10 | 10 |
| 10 | 10 | 10 | 10 | 10 | 10 |

SALARY CHARTS

| 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 |

Group 4

This includes Technology Associates

STEP PLACEMENT CHART

| 2018-2019 | 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 | 6 | 6 |
| 5 | 5 | 6 | 6 | 6 | 6 |
| 6 | 6 | 6 | 6 | 6 | 6 |

SALARY CHARTS

| 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 |

Group 5

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

STEP PLACEMENT CHART

| 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 |
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| 1 | 1 | 2 | 3 | 4 | 4 |
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| 3 | 3 | 4 | 5 | 6 | 6 |
| 4 | 4 | 5 | 6 | 6 | 6 |
| 5 | 5 | 6 | 6 | 6 | 6 |
| 6 | 6 | 6 | 6 | 6 | 6 |
| 7 | 7 | 8 | 9 | 10 | 10 |
| 8 | 8 | 9 | 10 | 10 | 10 |
| 9 | 9 | 10 | 10 | 10 | 10 |
| 10 | 10 | 10 | 10 | 10 | 10 |

SALARY CHARTS

| 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 |

Group 6

This includes Technical Support Specialists, Database Specialists and Web Programmers. Network Specialists will also be placed in this class and will receive increases consistent with “Off Chart” increases.

STEP PLACEMENT CHART

| 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 |
|-----------|-----------|-----------|-----------|-----------|-----------|
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| 5 | 5 | 6 | 6 | 6 | 6 |
| 6 | 6 | 6 | 6 | 6 | 6 |
| 7 | 7 | 8 | 9 | 10 | 10 |
| 8 | 8 | 9 | 10 | 10 | 10 |
| 9 | 9 | 10 | 10 | 10 | 10 |
| 10 | 10 | 10 | 10 | 10 | 10 |

SALARY CHARTS

| 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 |

**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: _____

Dated: _____