

AGREEMENT

Between the

**FORT CHERRY
SECRETARIES & AIDES
EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION,
PSEA-NEA**

and the

**FORT CHERRY SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS**

July 1, 2023

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June 30, 2028

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**ARTICLE I
RECOGNITION**

The Board of School Directors of Fort Cherry School District recognizes the Fort Cherry Secretaries and Aides Educational Support Personnel Association, ESPA-PSEA-NEA as the exclusive representative and bargaining agent as provided for by Act 195 and PERA-R-90-584-W and any subsequent amendments.

**ARTICLE II
EMPLOYEE RIGHTS**

A. Conference

Employees in the bargaining unit who are required by the School District to attend training, conferences, or meetings on behalf of the School District shall not suffer any loss of wages and shall be reimbursed for expenses, including, but not limited to lodging, registration fees, food, transportation and other miscellaneous costs of the conference or meeting, provided attendance at the meeting and the expenses are pre-approved by the Superintendent.

B. Personnel File

1. Inspection

An employee shall have the right, upon request, to review the contents of his/her personnel file, except confidential information, such as college placement records, personal references and any investigations which have not been concluded. Copies may be made at the employee's expense. The employee may have a representative from the Association present. Such access shall be during regular office hours so that there shall be no undue interference with the normal routine of the office. Under no circumstances shall the files be removed from the office by the employee and access to the file shall only be in the presence of someone in authority in the office. The employee shall have the right to respond to derogatory material in the file, which response shall also be placed in the employee's personnel file.

2. Removal of Reprimands

If an employee receives a written reprimand and then for the following five (5) years does not receive any further written reprimands, the District agrees to expunge from the file the prior written reprimand, assuming satisfactory service.

C. Just Cause

No employee shall be reduced in pay, disciplined, discharged, reprimanded or suspended, with or without pay, without just cause.

**ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES**

A. Bulletin Boards

The Association shall have one (1) designated bulletin board in all school facilities. The location of each bulletin board shall be agreed upon by the District and the Association.

B. Interschool Mail

The Association shall have the privilege of reasonable use of the interschool mail facilities for the purpose of conducting official union business.

C. Notices

Whenever any written notice is required to be given by either party, either party shall do so by letter addressed to the District Superintendent and Association President.

D. School Facilities

The Association shall have the privilege of reasonable use of school buildings and cafeterias for Association functions. To avoid scheduling conflicts with school activities, arrangements for the use of such facilities shall be coordinated with the Superintendent or appropriate building administrator five (5) work days prior to the date of the desired use. The Association shall be responsible for any additional cost to the District resulting from such use.

E. Use of School Equipment

Consistent with the regulations of the District, the Association shall have use of school equipment, not restricted to typewriters, duplication machines, calculating machines, and various types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Request for the use of school equipment shall be made to the Superintendent or his/her designee prior to its use. The Association shall pay for the actual cost of all materials and supplies incidental to such use.

F. Dues Deduction

1. Deductions

The District agrees to deduct from the salaries of members of the Fort Cherry Secretarial and Aides Educational Support Personnel Association, ESPA-PSEA-NEA as said members authorize the District to deduct and transmit the monies by check promptly to the Pennsylvania State Education Association on behalf of the Fort Cherry Secretarial and Aides Educational Support Personnel Association, ESPA-PSEA-NEA. Upon proper authorization by an employee, the School District agrees to deduct dues from the members' pay in eighteen (18) equal semi-monthly payments beginning September 30, through the school term for all employees.

2. Deduction Amount

The amount shall be certified and in writing to the Fort Cherry School District by the Association.

G. Maintenance of Membership

Employees who are members of the Association on the effective date of this Agreement or who become members during its term shall maintain their membership for the term of this Agreement by paying annual dues and assessments. Payment of dues shall be in accordance with the provision set forth in Article III, Association Rights and Privileges. Employees may resign their membership fifteen (15) days prior to the expiration of this Agreement.

H. Indemnification

The Association shall indemnify and hold the District harmless against any and all claims, suits, order or judgments brought or issued against the School District as a result of any action taken by the District under the provisions of this Article.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Definition

1. Grievance

A grievance is hereby defined as a complaint regarding the meaning, interpretation or application of any provision in this Agreement.

2. Workday

A workday, for purposes of this Article only, is defined to mean the calendar days of Monday through and including Friday, except where any of these days are a holiday set forth in this Agreement.

3. Grievant

A grievant shall be a member or members of the bargaining unit.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the complaints which may from time to time arise affecting bargaining unit members and/or the parties of this Agreement. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

D. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all of the steps in this procedure by the last working day of the grievant, the grievance shall be continued as outlined above as though the grievant were still working.

E. Grievance by a Member

1. Informal Conference – Immediate Supervisor

A grievant shall first discuss his/her grievance with his/her immediate supervisor within six (6) work days of when the employee knew or reasonably should have known of the event giving rise to the grievance, with the objective of resolving the matter informally.

2. Level One – Superintendent

If the matter is not adjusted in the informal conference within five (5) work days of the conference or within eleven (11) days after the event giving rise to the grievance, whichever is earlier, the complaint shall be reduced in writing on a form agreed upon by the parties and submitted to the Superintendent. The Superintendent or his/her designee shall hold a conference concerning the grievance with the Association with five (5) work days. The Superintendent shall file a written decision within five (5) work days after the close of the conference.

3. Level Two – Board of School Directors

If the grievant is not satisfied with the disposition of her grievance at Level One, he/she may submit his/her grievance to the Board of School Directors within five (5) days of the receipt of the answer at Level One. The Board shall consider the grievance at its next regularly scheduled meeting. The Board's response may be rendered within five (5) work days of said meeting.

4. Level Three – Arbitration

a. Submission to Binding Arbitration

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) work days after the School Board's meeting at Level Two, the Association may, within five (5) work days after receipt of the written decision of the Board, or ten (10) work days after the Board's meeting at Level Two, if no decision is rendered, notify the School District in writing that the grievance has been advanced to binding arbitration under Act 195.

b. Selection of Arbitrator

Within ten (10) work days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a joint request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation for a panel of arbitrators. The Association and the board shall alternately strike three (3) names each and the remaining person shall be the arbitrator.

c. Power of the Arbitrator

The arbitrator selected shall have jurisdiction only to consider one (1) grievance, unless the parties mutually agree that the arbitrator shall hear more than one (1) grievance. The arbitrator to whom the grievance is submitted shall have authorization to interpret and apply the specific provision of this Agreement and only insofar as shall absolutely be necessary to the resolution of such grievance. The arbitrator shall not have authority to enlarge, alter, modify, delete or change any of the express terms, provision or clause of the Agreement, or to award a retroactive award which goes beyond ten (10) days before the grievance was first discussed with the immediate supervisor.

d. Decision of the Arbitrator

The arbitrator so selected shall confer with the representatives of the Board and the Association and will hold a hearing promptly and shall issue his/her decision no later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs of the issues submitted to him/her. The arbitrator's decision shall be in writing and may set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on the parties.

e. Cost of Arbitration

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and other services required by the arbitrator shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring the same.

5. Representation

Any grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association. When a grievant is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

F. Grievance by the Association

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two as described above.

G. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. Copies of all such forms are attached to this Agreement.

H. 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 the personnel file of any of the participants.

I. Meetings and Hearings

Unless otherwise required by law, the meetings and hearings under these procedures shall not be conducted in public and shall include only the parties and their designated representatives, hereto referred to in this Article.

J. Grievance Procedure Involvement

All employees involved attending conferences, meetings and/or hearings involving this grievance procedure will do so on their own time and shall not be paid for their involvement in this procedure.

**ARTICLE V
SENIORITY**

A. Accumulation

Seniority shall begin with the first day of employment in a bargaining unit position and shall accumulate as long as continuous service in the bargaining unit is maintained. An employee who transfers or is promoted outside of the bargaining unit shall maintain his or her bargaining unit seniority.

B. Accumulation During Leave of Absence

Any employee who is granted an unpaid leave of absence shall continue to accumulate and retain the seniority accumulated during the duration of the leave.

C. Break In Service

The following shall constitute a break in continuous service for which the employee's seniority shall be terminated.

1. Resignation or quit;
2. Discharge for just cause;
3. Failure to return to work within ten (10) days after the mailing of a notice of recall, by registered mail, to the employee's last known address;
4. Lay off which continues beyond eighteen (18) months;
5. Absence for five (5) consecutive work days without prior notification to the employer, except where the failure to notify is caused by illness or injury.

D. Posting of Seniority Lists

On or about July 1 of each year, the employer shall post on appropriate bulletin boards a seniority list showing school district and classification seniority. A copy of this seniority list shall be furnished to the Association when it is posted.

E. Probationary Period

New employees shall serve a probationary period for sixty (60) work days. Upon satisfactory completion of such probationary period, seniority shall be counted from the first day of employment in a bargaining unit position.

F. Dismissal During Probation

Dismissal during or at the end of the probationary period shall be at the sole discretion of the employer and shall not be subject to the grievance procedure by either the employee or the Association.

G. Probationary Period for Promotion/Lateral Transfer

No current employee who has already completed a probationary period shall be required to serve a probationary period as a result of a lateral transfer or promotion to a new job or vacancy.

H. Seniority Retention During Promotion or Lateral Transfer

Any employee who transfers or is promoted from his/her present position shall maintain all of his/her seniority from the date of hire. If an employee crosses classification, he/she shall maintain seniority in each classification in which he/she worked.

Additionally, the seniority earned from the employees previous classification will count towards determining the employees starting salary in the new classification.

I. Classifications Defined

For the purposes of this Article, the job classifications shall be defined as follows:

1. Full-Time Secretaries

Secretaries employed on a regular basis for thirty (30) hours per week for twelve (12) months a year;

2. Part-Time Secretaries

Secretaries employed on a regular basis for fewer than thirty (30) hours a week or for less than twelve (12) months a year;

3. Full-Time Aides

Clerical or teaching aides performing duties for thirty (30) or more hours a week during the school year;

4. Part-Time Aides

Teaching or clerical aides performing duties for fewer than thirty (30) hours a week during the school year.

**ARTICLE VI
LAYOFF AND RECALL/VACANCIES AND TRANSFERS**

A. Layoff and Recall

1. Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their seniority within a particular classification. The Board shall notify any and all affected employees at least ten (10) work days prior to layoff except in cases where a catastrophic event occurs.

2. Bumping

Employees who have been laid off shall be permitted to bump provided, in each case, that the bumping employee has greater seniority than the employee whom she bumps and that the employee bumping is qualified and can perform all job duties required in the position. Such bumping may occur in any classification in which the laid off employee holds seniority. In the event there is a dispute regarding qualifications, the employee shall be granted a thirty (30) work day trial period.

3. Recall

(a) Employees shall be recalled from layoff according to inverse order of layoff within a classification in which they hold seniority, provided the employee on layoff has the necessary qualifications and can perform all of the job duties in the available position. In the event there is a dispute regarding qualifications or the performance of job duties in the available position, the employee shall be granted a thirty (30) work day trial period.

(b) No new or substitute employees shall be hired into a classification until all employees on layoff status who have seniority within the classification and who have the qualifications and ability to perform all of the job duties required in the available position have been recalled.

B. Posting Period

1. Filling Vacancies

Before job vacancies or new permanent positions are filled, the vacancies or new jobs shall be posted in all school buildings for five (5) work days. Written bids may be submitted to the Superintendent or his designee within the above-mentioned five (5) work days. The School District shall select the individual to fill the

position. In making its decision, the District shall consider both the qualifications and seniority of the applicants. The final decision shall be within the District's discretion.

2. Bid Notice

The bid notice shall disclose the job title, the existing general job duties of the position, and if the position is full-time or part-time. The District, however, shall not be restricted in its right to set job duties or work locations for any vacancy.

C. Summer Vacancies

During the summer months, the president of the Association shall be notified, in writing, by the Superintendent of any vacancies or newly created jobs in the bargaining unit. It shall be the duty of the Association president to advise members of such vacancies or newly created jobs.

D. Summer Posting Period

Any employee interested in being considered for a vacancy or newly created job during the summer months must file a written application with the Superintendent within ten (10) work days from the date of posting.

**ARTICLE VII
PAID LEAVES**

A. Sick Leave

1. Annual Allotment

Twelve (12) month employees shall earn thirteen (13) sick leave days per year. Nine (9) month employees shall earn ten (10) sick leave days per year.

2. Accumulation

Sick leave days, if unused, will accumulate to the credit of the employee and shall be unlimited, as long as she/he is employed by the Fort Cherry School District.

3. Use of Leave

There shall be no limit to the number of sick leave days an employee may use at one (1) time, provided the employee submits medical documentation if the leave is three (3) or more consecutive working days.

4. Use of Sick Leave for Childbirth/Disability

The employee shall be entitled to use accumulated sick leave for disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recover there from, provided the employee submits the medical documentation as requested by the School District.

5. Sick Day Payout at Retirement

Upon retirement, the District shall pay the retiring employee \$100 per day for all unused sick days with no limit to the number of days paid.

B. Sick Leave Rate of Pay

Pay for sick leave shall be at the employee’s normal daily, straight-time rate of pay.

C. Vacation Leave

1. Allotment

Years of Service	Weeks of Vacation
180 days but less than one (1) year	1
One (1) year but less than five (5)	2
Five (5) years but less than ten (10)	3
Ten (10) years or more	4

2. Holidays During Scheduled Vacation

If a holiday occurs during a vacation period, the employee’s vacation shall be extended by the number of such holidays days.

3. Vacation Scheduling

Vacations shall be taken during June, July, and August. Employees entitled to four (4) weeks’ vacation shall be permitted to take one (1) week during the school year on a day-at-a-time basis upon the approval of the employee’s principal.

4. Carryover

Up to five (5) unused vacation days may be carried over into the next fiscal year.

5. Eligibility

In order for a full-time, twelve (12) month employee to be eligible for vacation, the employee must:

- (a) Have more than one (1) year of continuous service as a twelve (12) month, full-time employee.
- (b) Have worked or been on paid leave during at least seventy-five percent (75%) of the payroll period in the six (6) months preceding the request of vacation.

6. Forfeiture of Vacation

An employee otherwise eligible for vacation shall forfeit such right if he/she quits work without two (2) weeks written notice to the School District.

7. Nine (9) Month Conversion

A nine (9) month employee who becomes a twelve (12) month employee shall be given two-thirds (2/3) of a year credit for each year of service as a nine (9) month employee for purposes of vacation.

8. Vacation Day Payment Upon Retirement

Upon retirement, the employee shall receive payment for his/her remaining earned vacation days at \$100 per day.

D. Holidays

1. Designated Holidays

For the purposes of this Agreement, ten (10) holidays shall be designated by the District annually. These holidays shall be Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas Day, New Year's Day, Good Friday, Memorial Day, and Independence Day. The holiday pay received by the employee shall be based on the length of the employee's regular workday during the previous pay period.

2. Eligibility (Twelve (12) and Nine (9) Month Employees)

- (a) Only full-time, twelve (12) month employees shall be eligible for holiday pay listed in D. 1. A full-time employee shall be defined in accordance with Article V, Section I.
- (b) Nine (9) month employees shall be eligible for holiday pay for the following listed holidays: Thanksgiving Day, Christmas Day, Day after Christmas, New Year's Eve, New Year's Day, and Good Friday and Memorial Day.

3. Holiday Premium Pay

When school is in session on any of the designated holidays, additional time off with pay will be granted at a mutually agreed upon time.

4. Eligibility

In order for an employee to be eligible to receive holiday pay as provided for in Article D.1., the employee must:

- (a) Be actively employed by the School District during the ninety (90) workdays prior to the holiday.
- (b) Have worked for the District on the last scheduled workday immediately preceding in and the first scheduled workday immediately following the holiday in question.
- (c) Have worked or been on a paid leave from work within the two (2) calendar week period preceding and the two (2) calendar week period following the holiday.

5. Other Paid Holidays

The School District may schedule other paid time off for employees at Christmas or any other time at its discretion.

6. Holidays on Weekends

In the event a holiday falls on Saturday/Sunday, that holiday shall be observed on Friday or Monday (whichever is mutually agreed upon) directly before or after the designated holiday.

E. Bereavement Leave

1. Immediate Family

An employee shall be entitled to bereavement leave at the time of a death in the immediate family of the employee. There is to be no deduction of salary or personal days for an absence of four (4) consecutive workdays. Members of the immediate family shall be defined as: parent, sibling, child, spouse, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, or other near relative who resides in the same household, or any person with whom the employee has made his or her home. Such leave must be taken at the time of death and/or burial.

2. Near Relative

An employee shall be entitled to bereavement leave at the time of the death of a near relative for purposes of attending the funeral. There shall be no deduction from salary or personal days of the employee for an absence of one (1) day, including the day of the funeral. A near relative shall be defined as: first cousin, aunt or uncle, niece or nephew, brother-in-law or sister-in-law.

3. Personal Leave Protection

Any employees who take bereavement leave shall suffer no loss of personal leave.

F. Jury Duty/Legal Leave

If an employee is required to serve on jury duty or is subpoenaed as a witness to a court hearing, he/she will provide prior notice to the employer. The employee shall suffer no loss of daily wages but shall be required to use any jury duty or witness fee to offset his/her wages. The employee shall not be eligible for legal leave for any matter in which he/she is a part or in any case in which she is a witness on behalf of any party bringing suit or any action of any kind against the School District.

G. Personal Leave

All nine (9) month and twelve (12) month employees shall be allowed, without loss of salary, a maximum of five (5) days each fiscal year for either personal, business or emergency use. Notice to the employee's principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave, except in the case of emergency circumstances. Personal leave shall accumulate to a total of seven (7) days which can be used in any given fiscal year.

**ARTICLE VIII
UNPAID LEAVES**

A. Child Rearing/Adoptive Leave

1. Duration

Child rearing/adoptive leave will be granted without pay or benefits for employees who have completed one (1) year of service. Such leave shall not exceed one (1) year in duration during any ten (10) year period of service and shall commence at the time of the birth of the employee's child or the adoption of a child by the employee.

2. Prior Notice of Leave

Application shall be made to the Superintendent at least sixty (60) days prior to the effective date of leave, and shall include the expected date of birth. In cases of adoption, application will be made immediately upon the receipt of the date of the prospective adoption.

3. Salary and Benefits During Leave

An employee shall receive no salary or fringe benefits during the leave of absence. Insurance and hospitalization coverage, however, may be maintained during such leave, at the employee's cost, provided appropriate advance payment is made to the School District.

4. Return from Leave

The employee returning from child rearing/adoptive leave shall be returned to the same position he/she occupied prior to the leave, unless the position has been eliminated for reasons unrelated to the child rearing/adoptive leave. If the position no longer exists, the employee shall be permitted to apply for another position for which he/she is properly trained and qualified.

5. Seniority and Salary Credit

During the course of a child rearing/adoptive leave, the employee's seniority for purposes of suspension and furlough shall continue to accrue. The employee, however, shall not receive seniority credit for purposes of pension or salary.

6. Notice of Return from Leave

The individual on leave shall notify the School District of his/her intention to return from the leave at least thirty (30) days prior to the employee's anticipated return, and shall provide medical documentation releasing the employee to return as requested by the school district.

B. Extended Illness Leave

1. Duration

An employee shall be granted a leave of absence without pay or benefits for a period not to exceed one (1) year during any ten (10) year period of service, in the event the employee is unable to work due to personal medical conditions which prevent one from working.

2. Prior Notice of Leave

Application shall be made to the Superintendent at least sixty (60) days prior to the effective date of leave or as soon as the employee reasonably can notify the School District after becoming unable to work.

3. Salary and Benefits During Leave

An employee shall receive no salary or fringe benefits during the medical leave of absence. Insurance and hospitalization coverage, however, may be maintained during such leave, at the employee's cost, provided appropriate advance payment is made to the School District.

4. Return from Leave

The employee returning from extended medical leave shall be returned to the same position he/she occupied prior to the leave, unless the position has been eliminated for reasons unrelated to the extended medical leave. If the position no longer exists, the employee shall be permitted to apply for another position for which she is properly trained and qualified.

5. Seniority and Salary Credit

During the course of an extended medical leave, the employee's seniority for purposes of suspension and furlough shall continue to accrue. The employee, however, shall not receive seniority credit for purposes of pension or salary.

6. Notice of Return from Leave

The individual on leave shall notify the School District of her intention to return from the leave at least thirty (30) days prior to the employee's anticipated return, and shall provide medical documentation releasing the employee to return as requested by the School District.

7. Continuation of Leave

The granting or continuation of extended medical leave shall be contingent on the provision of any medical documentation required or requested by the School District.

**ARTICLE IX
INSURANCE COVERAGE**

A. Eligibility for Coverage

To be eligible for insurance coverage, an employee must be a full-time employee. Full-time employees shall be those defined in Article V, Section I. Any member of the bargaining unit who was employed as of January 1, 1991, shall remain eligible for insurance benefits provided he/she continues to be employed for at least thirty (30) hours per week on a regular basis.

B. Health Coverage

All eligible full-time employees will be enrolled in the District's Health Care Plan equivalent to the Professional Employees' plan (as per the Teachers' Collective Bargaining Agreement).

Health Care Premium Share – Eligible employees will be required to pay one percent (1%) of their salary for individual health care coverage and one and a half percent (1.5 %) of their salary for any other health care coverage.

If the employee's spouse has health care coverage available to him/her through another employer but elects to remain on the District's health insurance plan, the employee will be required to pay an additional \$125 per pay to maintain spousal coverage.

If the employee's spouse does not have health care available to him/her through another employer, the employee will complete the *Spouse Coverage & Attestation Form* (Appendix B) to verify the employee's spouse has no available health care coverage.

Full-time Aides hired after July 1, 2008 will be provided employee paid health insurance at the individual rate only (subject to premium co-pay); with the option of purchasing greater coverage at the employee's expense.

C. Life Insurance

Full-time employees eligible for insurance coverage as defined in Section A of this Article shall be provided with thirty thousand dollars (\$30,000) of life insurance coverage, with the full cost of the premium being paid by the District.

D. Vision Insurance

Full-time employees eligible for insurance coverage as defined in Section A shall continue to be eligible for individual or family vision insurance coverage. The District shall select the plan; provided, the coverage is the equivalent to the current coverage. The District shall pay \$7 a month per employee for this coverage.

E. Dental Insurance

Full-time employees eligible for insurance coverage under Section A shall receive basic dental insurance coverage for the employee and their families with the District paying the full cost. The District shall select the plan, provided, the coverage is equivalent to the current coverage.

F. Income Protection

Accident Policy Income Protection Plan (15th day coverage) or the equivalent thereof as follows: \$1,000 per month coverage – 15th day.

G. Participation in Consortiums

The District may participate in any consortium of school districts that has formed to control benefit costs.

H. No Duplication of Coverage

All of the insurance benefits specified in this Article IX shall be coordinated and not duplicated. Where an employee and his/her spouse are both employed by the District and both eligible to receive insurance benefits, such persons shall be eligible for coverage under a single insurance plan elected by one of the employees. Where similar insurance benefits are available to the employee through another employer of this/her spouse, the benefits provided hereunder shall be coordinated so that the District shall provide only that coverage

specified in this Article but not covered by the insurance available through the spouse's employer and such that occurrences shall be indemnified only once.

- I. Upon retirement secretaries and/or aides will be permitted to remain on the District health plan, at the employee's expense, until Medicare eligible.
- J. Insurance Program Withdrawal

Any full-time employee eligible to receive insurance provided in this Article IX, may elect to withdraw from one or more of such insurance programs and, in lieu thereof, receive a cash payment in the amounts and subject to the conditions hereinafter provided.

1. To be eligible for the cash payment, any waiver must be in writing and submitted to the District's business office on or before June 15 preceding that fiscal year. Once a written waiver of coverage is submitted, the waiver of coverage will be implemented for succeeding fiscal years unless a written request for re-enrollment in the withdrawn insurance program by the full-time employee.
2. To be eligible for the cash payment in lieu of any particular insurance benefits, the full-time employee must withdraw from such insurance program for the entirety of the fiscal year (July 1 through June 30).
3. An eligible full-time employee may re-enroll in insurance programs from which he/she previously withdrew at any time during the fiscal year by providing written notice to the District Business Office, provided, however, that such re-enrollment during the fiscal year will disqualify the full-time employee from receiving any cash payment for the fiscal year. Written requests for re-enrollment will be made effective the first day of the coverage period applicable to the District's next premium payment for the insurance program.
4. Cash payments in lieu of withdrawn insurance coverage shall be payable by June 30 of the applicable fiscal year.
5. The amount of cash payments shall be seventy-five percent (75%) of the total monthly health insurance premium of the individual plan for each eligible employee each year.
6. Notwithstanding the provisions of Section H hereof, full-time employees who were eligible to receive the insurance programs provided under this Article IX prior to September 22, 1997, shall be eligible to receive the cash payment in lieu of such benefits as provided in this Section I for withdrawal from such insurance programs.

7. The District may adopt an IRS Code Section 125 Plan for the purpose of implementation of this Section I to provide for compliance with any applicable statutes or regulations.

K. In the event that the cost of an employee health and welfare program exceeds the thresholds defined under the Patient Protection and Affordable Care Act (ACA) or regulatory replacement and an excise tax (Cadillac Tax) is payable, then any employee who elects such a plan will have the option of having the imposed excise tax (40% of any amount above the threshold specified by the ACA or regulatory replacement) deducted through payroll withholdings, or may elect, at any time, a lower cost health care plan.

The District will notify affected employees within fifteen (15) calendar days of receiving notice that the plan's premiums will cause imposition of excise tax; and the employee has forty-five (45) calendar days of said notice to notify [the] District of agreement to withhold taxable amount or modify enrollment to lesser plan within the Collective Bargaining Agreement (CBA).

Reference to the Patient Protection and the Affordable Care Act (ACA) and the excise tax (Cadillac Tax) includes any statutory or regulatory amendment, or statutory or regulatory replacement, to the ACA and/or excise tax (Cadillac Tax).

ARTICLE X OVERTIME – EXTRA PAY

A. Higher Classification Pay

If an employee is absent from work for a period of more than four (4) consecutive weeks, and the District, in its discretion, assigns another employee temporarily to all of the duties of that position, the employee shall receive the rate of pay for the position to which he or she is temporarily assigned in the event that the rate of pay for that position is higher than his or her ordinary pay rate. If the employee is temporarily assigned to a lower classification of work, the employee shall not suffer a loss in his or her regular rate of pay for the period temporarily worked in the lower classification.

B. Overtime

Time and one-half shall be paid for all hours actually worked in excess of forty (40) hours in a work week as required by state or federal law. The School District shall have the option of granting compensatory time in lieu of compensation of overtime hours worked in accordance with state and federal law. Overtime computation for secretaries shall be based on the annual salary being divided by 2,080 hours.

C. Compensatory Time

An employee who is assigned to perform substitute calling in addition to his or her regular work hours shall receive forty (40) hours of compensatory time per year of substitute calling in lieu of payment of overtime, which shall be pro-rated for employees who perform substitute calling for less than a full year.

D. Mileage Reimbursement

Employees required to use their personal transportation for performing their duties shall be reimbursed the IRS maximum allowable rate for each mile. The employee may be required to submit appropriate documentation by the School District.

E. Duty Free Lunch

Employees who work at least six (6) consecutive hours or more in a work day shall be entitled to a thirty (30) minute duty-free lunch period during the course of their workday.

**ARTICLE XI
HOURS OF WORK**

A. Workday

The School District shall establish the work day for employees. The usual work day for secretaries employed on a full-time, twelve (12) month basis shall be eight (8) consecutive hours, including a thirty (30) minute, duty-free, paid lunch period. The usual work day for aides employed on a full-time basis shall be six (6) consecutive hours including a thirty (30) minute duty-free paid lunch period. Nothing in this Article shall guarantee that any employee shall receive a minimum number of hours of work.

B. Summer Hours

Summer hours for twelve (12) month employees will be from 8:00 a.m. – 3:00 p.m.

C. Leaving Premises

Bargaining unit members may leave the school premises during the lunch period with the prior approval of their immediate supervisor.

D. When school is delayed and/or cancelled due to inclement weather, secretaries will be permitted to come in later and/or be released from attending work when the principal determines no emergency duties are necessary.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

A. No Strike - No Lockout

Both parties agree to faithfully abide by the provisions of the Public Employee Relations Act, Act 195. As a condition of the various provisions of this Agreement, the Board agrees it will not conduct or cause to be conducted a lockout during the term of this Agreement. The Association agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, satisfy or condone, nor shall any bargaining unit member take part in any strike, work stoppage or interruption of impeding of work. The Association and its officers also agree to take every reasonable means to induce any individual so engage to case such action.

B. Management Rights

The School Board possesses and retains exclusive right over all matters of inherent management policy, including, but not limited to, the management of all operations, selection, direction, scheduling and evaluation of employees, the right to plan, direct and control the operation of all facilities and property of the School District, except as modified by this Agreement, and over all matters not expressly covered by this Agreement. Nothing contained herein shall be construed to deny or restrict the Board from the exercise of the rights that it may have under applicable laws and regulations, or concerning matters not expressly covered by this Agreement.

C. Printing of Agreement

Electronic format of this Agreement shall readily available after agreement is approved and formatting is agreed upon. Any Association member has the right to print a copy of The Agreement on District equipment with District resources.

D. Student Work Study Program

In furtherance of the goals of the School District's Strategic Plan, the parties agree that School District students (including those which attend the Western Area Career & Technology Center) may be assigned to participate in an apprenticeship or "job shadowing" program by which such students may assist and/or observe bargaining unit members in the performance of their duties. Supervisory responsibility for such students shall remain with appropriately certificated personnel and bargaining unit members will not have primary supervisory responsibility for any student. Such student program shall not cause either the furlough of any bargaining unit member or the reduction in the number of hours ordinarily assigned to any bargaining unit member.

E. Community Volunteers

The Association and the School District mutually recognize the value of community involvement and contributions of personal services in the operation of the programs of the School District. Consistent with this principle the parties hereto agree that the School District may accept and utilize the services and assistance of volunteers in the operation of its programs; provided, however, that the utilization of such volunteer assistance and services shall not cause either the furlough of any bargaining unit member or the reduction in the number of hours ordinarily assigned to any bargaining unit member.

F. Sick Leave Bank

The District and the Association will develop and implement a Sick Leave Bank that is consistent with the sick leave bank as printed in the professional employees’ contract. The District’s confidential employees will be permitted to participate in said Sick Leave Bank (Forms are attached as Appendix A.)

**ARTICLE XIII
COMPENSATION**

A. Compensation

1. Secretarial Wages

Year	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Salary	\$44,720	\$46,176	\$47,632	\$49,088	\$50,544

Apprentice rates for newly hired employees:

Year 1 of Employment	75% of the contractual Rate
Year 2 of Employment	85% of the contractual Rate
Year 3 of Employment	90% of the contractual Rate
Year 4 of Employment	95% of the contractual Rate
Year 5 of Employment	100% of the contractual Rate

2. Aide Wages

Year	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Wage	\$20.54	\$21.33	\$22.12	\$22.91	\$23.70

Apprentice rates for newly hired employees:

Year 1 of Employment	75% of the contractual Rate
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Year 2 of Employment	85% of the contractual Rate
Year 3 of Employment	90% of the contractual Rate
Year 4 of Employment	95% of the contractual Rate
Year 5 of Employment	100% of the contractual Rate

Instructional Aides shall receive twenty-five cents (25¢) per hour in addition to the above listed wages.

**ARTICLE XIV
JOB DESCRIPTIONS**

- A. Specific job descriptions shall be developed and given to each employee. Prior to the finalization of the job description, the individual employee and the Association shall be consulted to provide input into its development. District has final rights on all job descriptions.
- B. Components of the job description include:
 - 1. Job Qualifications: Define the background and characteristics of the person needed (e.g., education, experience, skills, physical requirements, and others as needed).
 - 2. Job Responsibilities: A listing of the duties which are inherent within the position (a description of tasks to be performed).
 - 3. Performance Appraisal: Identifies who is responsible for evaluating performance.
- C. Job descriptions may be updated after Administration determines a need and after meeting and discussing with Association representatives the proposed modifications. Revisions of a current job description, except for revisions related to compensation and hours of work, will not constitute the creation of a new position. Any employee may request that his or her job be reviewed for the purpose of clarifying the role and responsibility of the job to be performed.
- D. Job Descriptions shall be developed as soon as possible for any new positions. The Association and the District shall Meet and Discuss any new revised job description. However, the employer has the final rights to alter, modify, and/or change on all job descriptions.

**ARTICLE XV
BACKGROUND CHECKS**

The costs associated with Section 111 background checks, as amended by Act 153, requiring updates every three (3) years, shall be reimbursed to the employee upon submission to the District in the following amounts, with findings of no record / no convictions:

1. Pennsylvania State Police Request for Criminal Records check (Act 34) – at the current rate as of July 1, 2023
2. Department of Public Welfare Child Abuse History Clearance (Act 151) – at the current rate as of July 1, 2023
3. Federal Criminal History Record Information (CHRI) – at the current rate as of July 1, 2023

**ARTICLE XVI
DURATION OF AGREEMENT**

The Agreement shall take effect at 12:01 a.m. on July 1, 2023 and shall be in full force and effect through 12:00 a.m. (midnight) June 30, 2028 unless otherwise explicitly agreed.

Either party may initiate negotiations over the terms of a successor agreement by written notification thereof. If no such notification is submitted prior to the expiration date set forth above, then all terms and conditions herein shall be renewed and maintained in full force and effect until such time as the parties negotiate a successor agreement.

In witness whereof, the Association has caused this Agreement to be signed by its president and secretary and the employer has caused this Agreement to be signed by its president, attested by its secretary, and its corporate seal to be placed hereon, all on this _____ day of _____, 2023.

FORT CHERRY SCHOOL DISTRICT

FORT CHERRY SECRETARIES/AIDES EPSA

School Board President

Association President

School Board Secretary

Association Secretary

GRIEVANCE REPORT FORM

Grievance # _____

GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed

STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Contract Provisions Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

C. Conference: _____

D. Disposition by Supervisor: _____

Signature

Date

E. Position of the Grievant and/or Association: _____

Signature

Date

STEP II

A. Conference Request: Yes No

B. Date Received By: _____

C. Disposition of: _____

Signature

Date

D. Position of the Grievant and/or Association: _____

Signature

Date

STEP III

A. Conference Request: Yes No

B. Date Received By: _____

C. Disposition of: _____

Signature

Date

FORT CHERRY SCHOOL DISTRICT
100 Fort Cherry Road
McDonald, PA 15057

Application for Donation of Sick Leave Bank Days

Date: _____

TO: Superintendent of Schools

FROM: _____

Position and Building: _____

DONATION TO: _____

SUBJECT: Sick Leave Bank Donation

1. I am hereby donating one (1) of my accumulated sick leave days to the Sick Leave Bank for the use of the above listed employee of the Fort Cherry School District. This donation complies with Article XII, Section F of the negotiated agreement between the Fort Cherry School District and the Fort Cherry Secretaries/Aides ESP.
2. I understand that the Superintendent of Schools along with the President of the Fort Cherry Secretaries/Aides ESP shall conduct a random drawing to determine the rank order of the names of the employees donating sick leave days to the Sick Leave Bank.
3. I am aware that those employees who donate sick leave days to the Sick Leave Bank and whose days are not used shall not have these sick days subtracted from their accumulated sick leave total.
4. I understand that there shall be no limit on the number of times an eligible employee donates one (1) day of his/her accumulated sick leave to the Sick Leave Bank.
5. I agree to indemnify, save and hold harmless the Fort Cherry School District and its agents of and from any and all claims, demands, suits, or other forms of liability at law or equity including legal fees and court costs, which shall or may rise from, or by reason of the application of this Agreement.

Date

Signature of Employee

APPROVED

Date

Superintendent of Schools

FORT CHERRY SCHOOL DISTRICT
100 Fort Cherry Road
McDonald, PA 15057

Application for Sick Leave Bank Days

DATE: _____
TO: Superintendent of Schools
FROM: Name: _____
Position: _____
Building: _____
SUBJECT: Sick Leave Bank Benefits

1. I am requesting that I be granted sick leave days from the Sick Leave Bank as established by Article XII, Section F. of the negotiated agreement between the Fort Cherry School District and the Fort Cherry Secretaries/Aides ESP.
2. I am requesting that the sick leave days from the Sick Leave Bank begin on _____
_____.
3. By submitting and signing this application, I attest to the following:
 - a. I shall have exhausted all my accumulated sick leave days by the date for which I am applying for Sick Leave Bank days because of a serious, long-term illness or disability which precludes my attending school.
 - b. I have submitted with this application a physician's statement verifying the seriousness of my illness or disability and attesting to my inability to return to work.
 - c. I am not presently receiving Worker's Compensation benefits due to work related illness or disability.
4. I understand that all Sick Leave Bank days shall cease when I return to work or am declared fit to work by my physician.
5. I understand that Sick Leave Bank days shall be paid to me according to the Wage and Salary Provisions as contained in Article XIII of the Collective Bargaining Agreement.
6. I understand that there shall be no limit on the number or times that I may apply for Sick Leave Bank days.
7. I agree to indemnify, save and hold harmless the Fort Cherry School District and its agents of and from any and all claims, demands, suits, or other forms of liability at law or equity, including legal fees and court costs, which shall or may arise from, or by reason of the application of this Agreement. I further agree to notify the School District Business Manager that I have resumed my professional duties on the first day I return to work.

Date

Signature of Employee

APPROVED

Date

Superintendent of Schools

APPENDIX B
FORT CHERRY SCHOOL DISTRICT
Spouse Coverage & Attestation Form

THIS FORM MUST BE RETURNED TO HUMAN RESOURCES NO LATER THAN JUNE 30 OF EACH YEAR.

Employee Name: _____

Mailing address: _____

Spouse's Full Name: _____

Spouses who are covered under the Fort Cherry School District Medical Plan may continue coverage if they meet one of the following conditions:

- Your spouse is unemployed, retired, or self-employed with no option to elect other type of group medical coverage.
- Your spouse is employed as a PRN or Part-time employee, and not eligible to enroll in or purchase any other type of group medical coverage.

If you are electing to continue to cover your spouse, select one of the below that best meets your situation:

_____ My spouse is employed as a part-time or PRN employee and is not eligible to purchase or enroll in any other group medical coverage.

_____ My spouse is unemployed and is NOT eligible to purchase or enroll in any other type of group medical coverage.

_____ My spouse is retired and is NOT eligible to purchase or enroll in any other type of group coverage.

_____ My spouse is self-employed and is NOT eligible to purchase or enroll in any other type of group coverage.

Complete the below:

_____ Name of Spouse's employer

_____ Telephone number of spouse's employer

_____ Your spouse's social security number (required)

I hereby certify that all answers and statements on this document are true and complete. I understand that any misrepresentation or omission of facts on this attestation may be cause for disciplinary action, up to and including termination. I hereby authorize Fort Cherry School District to request and obtain insurance verification and information from parties outside of the Medical Plan and I release such individuals and places of business from any liability for providing such information to the Fort Cherry School District Medical Plan.

Failure to return this form by June 30 of each year will result in your spouse being ineligible for Fort Cherry School District's Medical coverage.

Employee Signature

Date