

AGREEMENT

between

**FORT CHERRY EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION**

and the

**BOARD OF SCHOOL DIRECTORS
FORT CHERRY DISTRICT
COUNTY OF WASHINGTON, PA**

July 1, 2022

to

June 30, 2027

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This Agreement entered into this 23rd day of May 2022, by and between the Fort Cherry School District, hereinafter called the "District" and the Fort Cherry Educational Support Personnel Association, PSEA-NEA, hereinafter called the "Union."

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following contractual covenants, it is hereby agreed as follows:

ARTICLE I

LENGTH OF CONTRACT

The parties agree that this Agreement shall begin on, July 1, 2022 and shall continue in full force and effect until June 30, 2027; and thereafter, it will be automatically renewed unless either party gives the other written notice by registered mail on or before December 1, 2027, that it proposes certain changes therein.

ARTICLE II

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 the 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 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 ten (10) 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 fifteen (15) 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 within 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 his/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 Agreements. 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 of 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 grievant 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 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 needed for conferences, meetings, and/or hearings involving this grievance procedure will meet at a mutually agreed upon time and shall not be paid for their involvement in this procedure. If the meeting occurs during employee's regular hours, the employee has the opportunity to make up their time.

ARTICLE III

RIGHTS OF THE PARTIES

A. Savings Clause

Nothing contained herein shall be construed to deny or restrict to either party or to any employee such rights as it may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations,

except as modified by the terms of this Agreement. The rights granted to either party hereunder shall be deemed to be in addition to those provided in the aforementioned laws and regulations.

B. Non-Discrimination Clause

There shall be no discrimination, restraint, or coercion against any employee because of membership or non-membership in the Union.

C. District Policy

It is a continuing policy of the District and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex.

D. No Strike – No Lockout

As a condition of the various provisions of this Agreement to which the parties have agreed, the Union pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the District pledges that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement.

E. Right to Discipline

The District reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of paragraph D of this Article.

F. Management Rights

The management of the District's Facilities and Operations and direction of its working forces, including, but not limited to the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operations shall be retained by and be vested exclusively in the District. The District has the right to schedule and assign work to be performed and the right to hire, re-hire, evaluate, promote, recall, transfer or lay off employees because of lack of work and to demote, suspend or discipline for just cause.

G. Just Cause Provision

No employee shall be disciplined or reduced in rank or compensation or deprived of any advantage without just cause. Any such action asserted by the District or any agent or representative thereof shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the employees and the Union.

H. Union Activity

There shall be no Union activity on District time.

I. 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.

J. Authorized Grievance Representatives

The Union shall designate annually the employees who shall be certified as the authorized grievance representative for all grievance matters.

K. Association Leave

The Association may attend District meeting, regarding legal, contractual, and personnel matters, without loss of pay and/or time.

The Union shall be permitted to send one (1) representative annually for one (1) day without loss of pay to attend conferences or conventions of State or National affiliated organizations. Such leave shall not be cumulative.

L. Use of Buildings

The Union shall have the right, upon reasonable request, to use school buildings at reasonable times, outside of the normal school hours,-for meetings. All requests for the use of buildings shall be directed to the Principal of the building in question or appropriate District forms within a reasonable time prior to the desired use. All reasonable expenses incident to such use shall be borne by the Union.

M. Summer Employment of Students

During the summer, the School District is permitted to employ students (current students of former students of Fort Cherry) to perform bargaining unit duties, provided all employees, who want to work, are working a forty-hour workweek at that time. Under no circumstances shall any student be used to furlough any employee or reduce any employee's hours. The intention of the utilization of these students is to supplement bargaining unit employees and not to replace them.

The following rates of pay for summer employment of non-collective bargaining unit members for cleaners and cafeteria workers will be:

Summer Employment Pay Rate Chart (Non-Collective Bargaining Unit Members)				
Cleaners/Cafeteria				
2022-23	2023-24	2024-25	2025-26	2026-27
\$14.75 / hr.	\$15.25 / hr.	\$15.75 / hr.	\$16.25 / hr.	\$16.75 / hr.

N. Summer Employment of Employees

There will be a two (2) week window, prior to the end of school, to sign up for the summer employment. If an employee does not sign up or if the employee leaves, once summer employment begins, that employee will not be permitted to work during that summer. A student replacement will be hired only if no other bargaining unit employee is able or willing to fill the summer position. The rate of pay for employees working a summer position will be equal to the regular rate of pay for that position; for instance, a part-time custodian working a summer position will receive the regular rate of pay for a

custodian. The District retains the right to set the number of open summer cleaner positions annually.

Cleaner and cafeteria employees who are required to work over the winter holiday or any other time that they are not regularly scheduled to work will be paid at the regular rate for work performed.

O. Safe Working Conditions

No employee shall perform duties under conditions hazardous to their health or safety. In the event of a bomb scare no employee shall be required to perform safety and/or security measures.

In the event of an evacuation, no employee shall be required to remain in the building, or return to the building, without appropriate protective gear. This does not apply to emergency drills, including but not limited to fire drills, weather drills, and/or crisis drills.

ARTICLE IV

ILLNESS OR DISABILITY

A. Sick Leave

1. Annual Allotment

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

2. Employees shall be eligible to take such leave after fifteen (15) days of service with the District. In the event of an illness or disability in excess of three (3) or more consecutive days, the employee shall give unto the District, a doctor's certificate. The District may require an employee to present a doctor's certificate for an illness or disability of less than three (3) days when the employee has already taken more than ten (10) days sick leave in one (1) contract year or when the District believes sick leave is being abused.

3. One (1) day of sick leave pay shall be paid based upon the regularly scheduled hours of work for that employee.

4. 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.

5. 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.

6. Written account of sick leave shall be printed on District pay stub, if District pay stub does not provide sick leave account, then a written statement shall be provided to the employee by the July 15th pay stub of each school year.
7. When an employee retires and reaches age 55 or twenty-five (25) years of service, the District shall pay the retiree one hundred dollars (\$100) multiplied by the employee's accumulated unused sick leave, up to 100 days.

B. Workers Compensation

An employee shall not be paid sick leave nor shall be charged for sick days for the period of time that he/she is on Workers' Compensation.

C. Disability, including Pregnancy Disability

1. Employees Eligible for Disability Coverage
 - a. The District provides coverage for full-time employees for periods of disability (illness or injury) with the Accident Policy Income Protection Plan. (Reference ARTICLE IX: INSURANCE PROTECTION.)
 - b. Sick Leave may be used by an eligible employee during the waiting period prior to the eligibility date for Disability Coverage.
 - c. Sick Leave shall be coordinated with Disability Coverage benefit, to cover an employee's lost wages, the combination of which may not exceed 100% of the employee's regular wages.
2. Employees Not Eligible for Disability Coverage
 - a. Employees may use sick days as per above section A. Sick Leave.

D. Medical Leave of Absence

1. Duration

An employee shall be granted a leave of absence without pay 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 prevents 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 (employee portion only), provided appropriate advance payment is made to the School District. If the employee does not return to work for at least a period of six (6) months after the employee concludes their leave, the employee must repay to the District 100% of the cost of the health insurance they received while on leave. If the employee is approved or working towards disability or if the employee finds alternative employment with less duties, the repayment of health insurance is waived.

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 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, if taking an unpaid leave.

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 on 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 V

OTHER LEAVES OF ABSENCE PROVISIONS

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 (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. 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, brother-in-law, sister-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. A near relative shall be defined as: first cousin, aunt, uncle, niece, or nephew.

3. Personal Leave Protection

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

C. 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 free to offset his/her wages. The employee shall not be eligible for legal leave for any matter in which he/she is 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.

ARTICLE VI

TEMPORARY LEAVE OF ABSENCE

Personal Leave

All nine (9) month and twelve (12) month employees shall be allowed, without loss of salary, a maximum of three (3) 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.

ARTICLE VII

HOLIDAYS AND VACATIONS

A. Enumeration of Holidays

1. For the purpose of this Agreement, the District shall designate eleven (11) holidays annually. Those holidays shall include New Year's Eve, New Year's Day, Good Friday, Monday after Thanksgiving, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day [when school is not in session. Should school be in session on any of these days, additional time off with pay will be granted at a mutually agreed upon time.]
2. Eligibility (Twelve (12) and (9) Month Employees)
 - a. Only full-time, twelve (12) month employees shall be eligible for holiday pay listed in A. 1.

- b. Nine (9) month employees shall be eligible for holiday pay for the following listed holidays: Thanksgiving Day, Christmas Day, and Day after Christmas, New Year's Eve, New Year's Day, and Good Friday.
 - c. Be actively employed by the School District during the ninety (90) workdays prior to the holiday.
 - d. Have worked for the District on the last scheduled workday immediately preceding and the first scheduled workday immediately following the holiday in question.
 - e. 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
3. Other Paid Holidays

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

4. 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.

B. Holiday Pay Base

Each twelve (12) month employee, otherwise eligible, who is scheduled to work on such a holiday shall be paid his/her standard hourly wage rate for such a holiday ties the number of hours he/she would otherwise normally work up to a maximum of eight (8) hours.

C. Holiday Pay Rate

All work directed to be performed on a holiday shall be paid at one and one half time the standard hourly wage rate. The Following holidays shall be paid at double time and a half the standard hourly wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. If an employee who was scheduled to work, works on a holiday, and is assigned to work less than eight (8) hours on such holiday, the balance of the hours shall be paid in accordance with paragraph B above.

D. Eligibility for Holiday Pay

In order for a twelve (12) month employee to be eligible to receive holiday pay as provided in paragraph B above, an employee must:

1. Be actively employed by the District at least ninety (90) workdays prior to a holiday. Or day observed as such; and
2. Have worked for the District during the last four (4) hours of his assigned shift of the last scheduled workday immediately preceding and during the first four (4) hours of

his assigned shift on the first scheduled workday immediately following the holiday in question, on which he was scheduled to work by the District unless his failure to perform such work for the District was authorized by the District because of established illness; and

3. Have worked, been on vacation from work or has provided a doctor's certificate for sick leave, within the two (2) calendar week period preceding and the two (2) calendar week period following a holiday.

E. Eligibility for Vacations

To be eligible for a vacation in any calendar year during the term of this Agreement, the employee must:

1. Be a full-time employee as defined in Article VIII I herein.
2. Be assigned to a twelve (12) month schedule.
3. Have one hundred eighty (180) days or more of continuous service as defined in Article VIII, paragraph B, herein.
4. A nine (9) month employee who becomes a twelve (12) month employee shall be given credit prorated based on total hours worked versus what the full time hours equate to for purposes of vacation.
5. Have worked in at least seventy-five percent (75%) of the payroll periods in the six (6) months next preceding the requested vacation.
6. An employee otherwise eligible for a vacation shall forfeit such right if he quits without two week's written notice.

F. Vacation Schedule

Any otherwise eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during this Agreement shall receive a vacation corresponding to such years of service as shown in the following table:

Full Years of Service as of Hire Date	Weeks of Vacation
180 days but less 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

G. Scheduling of Vacations

Vacations will, so far as practical, be granted at time most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation

periods and to change such allotments is exclusively received to the District in order to ensure the orderly operation of the District. Each employee granted a vacation will be paid forty (40) hours pay per week of eligible vacation at the rate of the job which he/she is performing during the twelve (12) weeks preceding the vacation.

Employees may use, on non-consecutive work days, no more than five (5) separate vacation days per year by simply notifying the supervisor the day before. For all other days of vacation, prior approval for vacation must be obtained.

ARTICLE VIII

SENIORITY LAYOFF, RECALL, AND OTHER CONDITIONS

A. Classifications

The Employer shall recognize the following classifications of employees during the terms of the Agreement:

Facilities Department:

1. Maintenance
2. Custodial
3. Cleaner

Food Service Department:

1. Food Service (Cafeteria)

The parties to this Agreement recognize that job security in the event of promotions and transfers should increase in proportion to the length of continual service and that in the administration of this section the intent will be that whenever practicable, full consideration shall be given continuous service in such cases. In recognition, however, the responsibility of the District for efficient operations it is understood and agreed that in all cases of promotion and transfers, the following factors as listed below shall be considered:

1. Work Performance (evaluation/observation)
2. Ability to perform the work
3. Physical fitness
4. Length of continuous service

District will make every effort to promote from within before advertising any position for hire outside the bargaining unit. However, final decision to promote, transfer or lay off shall be vested exclusively in the District, subject to the Agreement.

B. Continuous Service

Continuous service, in each job classification per department, shall be calculated from the date of first employment as a regular employee or reemployment following a break in continuous service, in accordance with the following provisions:

1. There shall be no deduction for any time lost which does not constitute a break in continuous service.
2. Continuous service shall be broken by:
 - a. Discharge;
 - b. Absence for three (3) consecutive work days without notice to and permission from the Supervisor except where such notice could not reasonably be supplied under the circumstances;
 - c. Absence due to physical disability or layoff, which continues for more than eighteen (18) consecutive months;
 - d. Voluntary termination of employment;
 - e. Failure by an employee on layoff to report to work within ten(10) calendar days after being notified of recall by certified mail at his/her last address according to School District records.

C. Seniority List

Within ninety (90) calendar days of the beginning of this Agreement, the District shall post an up-to-date seniority list showing the length of each employee's continuous service. This list shall also be available to the Union upon request. An employee shall have a period of thirty (30) calendar days after posting in which to challenge the seniority list by notifying the District and the Union in writing. At the end of the thirty (30) calendar days period, the District and the Union shall meet and attempt to resolve any challenges to the list. Any challenges the parties are unable to resolve may be submitted to the grievance procedure by the request of either the District or the Union, within fifteen (15) calendar days of the end of the thirty (30) calendar days day period or the meeting, whichever is sooner.

D. Probationary Period

New employees including those hired after a break in continuity of service, shall be regarded a probationary employee for the first sixty (60) working days of actual work from date of hire. During such period, such employee may be laid off or discharges as exclusively determined by the District.

E. Department Seniority

Seniority shall be department seniority among the maintenance, custodial, cleaner and food service department. When permanent or long-term temporary vacancies occur in the positions of maintenance, custodian, cleaner, or food service, such vacancies shall be posted

by the District for five (5) working days, excluding Saturday and Sunday, provided that the employee who quits or otherwise terminated his position shall have given unto the District two (2) weeks' notice in writing of his intention to terminate. Employees who wish to be considered for the position must submit their request in writing to the Superintendent's Office during the posting period. The posting shall include the title of the position and a general description of qualifications and job duties.

The posting shall also note current shift and building location, but such notation shall not be a guarantee of continued assignment to a particular shift or location. Applicants shall be considered according to Section A of this Article. A long-term temporary vacancy shall be one that the School District anticipates shall last over ten (10) work days. The final decision to fill such vacancies shall be made by the District.

F. Normal Hours of Work

This paragraph defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. This paragraph shall not be considered any basis for the calculation of payment of overtime which is covered in Paragraph G hereafter.

1. The normal workday for full time employees shall be eight (8) hours of work in a twenty-four (24) hour period and forty (40) hours in a one (1) week period. The normal workday for food service employees shall be no less than two and one-half (2.5) hours of work in a twenty-four (24) hour period. Part-time employees normal hours of work shall be twenty (20) hours in a one (1) week period, and no more than thirty-six (36) hours in a one (1) week period.
2. The normal work pattern shall be five (5) workdays in any seven (7) consecutive day periods. The seven (7) consecutive day period is a period of 168 consecutive hours (which may become 152 hours depending upon a change in shift) and may begin on any day of the calendar week. (A normal work pattern may also consist of more than less than five (5) workdays.) The normal two (2) days off shall be consecutive days off, except for emergencies or vacancies caused by events listed in the following paragraph.
3. Any employee who reports for work as directed, or who has completed his normal workday and is required to leave the premises and report back to work in the same twenty-four (24) hour period shall be paid for two (2) hours or actual work hours, whichever is greater.

P. Payroll Week Overtime

1. The payroll week for twelve (12) month employees shall consist of seven (7) consecutive days beginning at 12:01 AM on Sundays and for nine (9) month employees shall consist of those days when the students are in session beginning at 12:01 AM on Sundays. Overtime pay shall be calculated on the payroll week, but may be paid in the next subsequent pay when pay days occur during a partial week.

2. The workday for the purposes of this paragraph is the twenty-four (24) hour period beginning with the time the employee begins work.
3. The regular rate of pay shall mean the standard wage rate which the employee would have received for the work assigned had it been performed during non-overtime hours.
4. Overtime at the rate of one-and-one-half (1.5) times the regular rate of pay shall be paid for all work in excess of forty (40) hours in a workweek.
5. Payment of overtime rate shall not be duplicated for the same hours worked. Hours compensated at overtime rate shall not be counted further for any purposes in determining overtime liability under the same or any other provisions of this Agreement, provided, however, that a holiday which is not worked, shall not be counted for purposes of computing overtime liability.
6. Overtime in all categories will be granted on a rotating seniority basis within the employee's specialty area starting with the most senior employee and progressing down the seniority list as overtime opportunities present themselves. Overtime rotation lists must be posted and maintained by Department Directors/Supervisors.
7. On Act 80 days and Flexible Instruction days food service employees may work their regular hours and be required to clean and/or maintain cafeteria/kitchen equipment and perform other maintenance related to the food service department at the discretion of the District. The granted work will be assigned through a rotation list based on seniority maintained and posted by Department Directors/Supervisors.

Q. Time Register or Time Clock Provision

At the request of the District, all employees shall sign a time register or use a time clock together with a description of the work that they have performed.

R. Full-Time Employee Definition

A regular full-time employee shall be defined as a person hired by the action of the Board of School Directors for a regular position requiring a minimum of seven and half (7.50) hours work daily during, a payroll week.

S. Change of Shift Provision

An employee shall receive seven (7) calendar days' notice before his or her permanent shift of building assignment is changed. This section shall not apply to emergency or temporary assignments.

T. Layoff and Recall

1. In all cases of layoff and recall, including where buildings are closed or positions are abolished, seniority in each classification shall be the basis for such action, provided the employee possesses the necessary qualifications to perform available work. Employees shall be recalled in the reverse order in which they were laid off.

- If the employee is laid off, the District shall pay for the hospitalization and life insurance to the end of the month in which the employee is laid off.

Custodians/Maintenance – Twelve (12) Month Employees					
	2022-23	2023-24	2024-25	2025-26	2026-27
Single	\$65 / Month	\$70 / Month	\$75 / Month	\$80 / Month	\$85 / Month
Dependent	\$85 / Month	\$90 / Month	\$95 / Month	\$100 / Month	\$105 / Month

- If the School District reduces the regular hours of an employee, that employee shall be permitted to replace a more junior employee within the same job classification who has been assigned a greater number of hours, provided the more senior employee is qualified to do the work. The location and schedule of the employees shall remain within the discretion of the School District.

ARTICLE IX

INSURANCE PROTECTION

All eligibility and benefits negotiated in this Collective Bargaining Agreement shall be in accordance with the terms of the plan or plans obtained by the employer.

A. Full-Time Employee Benefits

- The District shall provide individual, husband/wife, employee/child(ren), or family coverage for each full-time employee. Employees may choose from the available standard medical plans provided by the Allegheny County Schools Health Insurance Consortium (ACSHIC).

Employees may change to either of the two available plans pursuant to the rules and regulations of ACSHIC by giving notice to the District prior to July 1 of each contract year. Once the employee selects a plan, the employee must remain in that plan for the remainder of the contract year except in cases of a life changing event.

Eligible employees shall contribute a monthly premium share for the EPO Plan of the following amounts for each contract year. If an employee elects the PPO plan, the employee shall pay the same premium share as the EPO rate plus the difference between the EPO and the PPO monthly premiums.

- Accident Policy Income Protection Plan or the equivalent thereof as follows:-60% of full time employees covered weekly earnings, not to exceed a maximum weekly benefit of \$200. These benefits are subject to coordination of benefits, not to exceed 100% of regular wages.

Custodians/Maintenance – Twelve (12) Month Employees					
	2022-23	2023-24	2024-25	2025-26	2026-27
Single	\$65 / Month	\$70 / Month	\$75 / Month	\$80 / Month	\$85 / Month
Dependent	\$85 / Month	\$90 / Month	\$95 / Month	\$100 / Month	\$105 / Month
Cleaner/Cafeteria – Full Time One Hundred Eighty (180) Day Employees					
	2022-23	2023-24	2024-25	2025-26	2026-27
Single	\$55 / Month	\$60 / Month	\$65 / Month	\$70 / Month	\$75 / Month
Dependent	\$65 / Month	\$70 / Month	\$75 / Month	\$80 / Month	\$85 / Month

- The determination of an “Equivalent Plan” in the above paragraph shall be made by the District.
- All of the insurance benefits specified in this Article IX shall be coordinated and not duplicated. There shall be no duplication of the benefits under this Agreement by way of Hospitalization benefits or dental benefits available to the employee and such benefits shall be coordinated with similar coverage provided by other employers to the employee’s spouses so that covered occurrences shall be indemnified only once.
- 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) deduced through payroll withholdings, or may elect, at any time, a lower cost health care plan currently outlined in the Collective Bargaining Agreement (CBA).

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).

B. Group Term Life Insurance

Group Term Life Insurance in the amount of thirty thousand dollars (\$30,000) shall be provided and paid for by the School District for each full-time employee.

C. Vision Insurance

The District shall provide full vision coverage under the ACSHIC Davis vision care plan. The District will pay the annual premium for individual and dependent coverage.

D. Dental Insurance

The District shall provide full dental insurance coverage under the ACSHIC standard dental care plan, which includes Riders A, B, C, and D, or equivalent or better coverage. The District will pay the annual premium for individual and dependent coverage.

E. Benefit Buy-Out

1. The Fort Cherry School District shall pay a minimum of seventy-five (75%) of the total monthly health insurance premium of the individual plan to any employee who elects not to participate in the District's medical benefits plan, with the exception of long-term or temporary substitutes. The payment will be based upon the individual plan only.
2. Any employee who elects to participate in this benefit buy-out plan will be able to re-enroll into the plan one (1) time during the life of the current contract. Re-enrollment will be accomplished immediately at the request of the employee with no "waiting period" for re-enrollment.
3. The District will adopt an IRS Code Section 125 Plan to protect employee benefits. If any portion of this agreement or any such Section 125 Plan is deemed invalid or out of compliance with applicable laws and/or regulations, or if any portion of this agreement would cause the benefits of employees not selecting this option to become taxable, then this provision will be null and void.

ARTICLE X

WAGES, HOURS AND OTHER CONDITIONS

A. Standard Hourly Wage Rates

Standard hourly wage rate, as established below, shall apply during such time as an employee is assigned to work on such job. All wage increases will take effect on the contract year's July 1 date.

Standard Hourly Wage Rate Chart					
Job	2022-23	2023-24	2024-25	2025-26	2026-27
Cleaner	\$21.50 / hr.	\$22.20 / hr.	\$22.90 / hr.	\$23.60 / hr.	\$24.30 / hr.
Cook	\$21.50 / hr.	\$22.20 / hr.	\$22.90 / hr.	\$23.60 / hr.	\$24.30 / hr.
Custodian/Maintenance	\$24.34 / hr.	\$25.04 / hr.	\$25.74 / hr.	\$26.44 / hr.	\$27.14 / hr.

Apprentice Rate Chart 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

B. General Nature of Job Descriptions

All job descriptions will be filed in Central Office of the School District. In addition, a copy of all updated job descriptions will be located on the District's website.

C. No Wage-Rate Inequity

No basis shall exist for an employee to allege that a wage-rate inequity exists and no grievance on behalf of an employee alleging a wage-rate inequity shall be initiated or processed during the term of this Agreement which is more than thirty (30) working days old.

D. Monthly Paydays

The monthly payday shall continue in accordance with present arrangements, If the number of or calendar days of paydays is changed for the majority of the District employees, equivalent changes shall also be made for the employees covered by this Agreement. Nine (9) or ten (10) month employees may have their pay divided over twelve (12) months, provided that they shall have given written notice to the District each year prior to September 1.

E. Federal Pay Board Limitations

The District shall implement the wage changes described above to the fullest extent permitted by law and administrative regulation thereunder. If the Federal Pay Board or other federal agency imposes any limitation in the wages and benefits provided by this settlement agreement, the amount so limited shall become effective on the removal of such limitation.

F. Supervisors Perform Work

Nothing herein contained shall be deemed to prevent supervisors from performing those tasks which they have performed in the past or as assigned by the District.

G. Physical Examinations

Any employee required to have a physical examination as a regular part of his employment shall have the right to be examined by his own physician. If the employee uses the services of the school physician, the District shall pay the full cost of the examination.

H. Substitute Work Assignments

1. Full-time Employees as Subs

When an employee fills in for another employee in a higher paying position at the direction of the District, he/she shall receive their current rate or the pay rate of the absent employee, whichever is greater.

2. Part-time Employees as Subs

When a part-time employee is needed to work extra hours because no subs are available, the hours shall be offered, on a rotating basis, to the most senior part-time employee who is available, and that employee will be paid for all hours at his/her regular rate of pay. Administration will make every effort to limit part time employees to forty (40) hours maximum, per work week.

3. Overtime of any Employee

Overtime in all categories will be granted on a rotating seniority basis within the employee's specialty area, starting with the most senior full time employee and progressing down the seniority list, on a rotating basis, as overtime opportunities present themselves. Overtime rotation lists must be posted and maintained by Department Director and or Department Supervisor.

I. Shift Differential

An additional \$1.00 an hour shall be paid to custodians who are required to work alone in buildings between 11:00 PM and 7:00 AM. This differential will be paid to only one (1) custodian on this shift, even if he/she is responsible for a split building assignment.

J. Head Custodian

The District shall assign one (1) Head Maintenance/Custodian to assist the Director of Facilities in the delegation of work when needed. The District shall select the most qualified daylight maintenance/custodial employee to serve in this position. The Head Maintenance/Custodian shall develop with the Supervisor a protocol procedure to be used in emergency situations and shall serve as the team leader for the maintenance/custodial staff.

The Head Maintenance/Custodian shall be paid an additional twenty-five dollars (\$25) per day (for an eight (8) hour day), when the Director/Supervisor is away from work.

K. HVAC Lead

The District has created an extra-duty responsibility stipend for an HVAC Lead in the amount of two thousand (\$2,000) annually. This position shall be posted and will be filled by a Maintenance Employee selected by the District. The District has created the position as a stipend responsibility to perform certain duties during and after the position holder's normal work day. The District and the Association agree that hours worked by the position holder outside his or her normal work day duties related to the HVAC Lead responsibilities shall be compensated with the stipend set forth herein in compliance with the Pennsylvania Fair Labor Standards Act. An employee may not be removed from the position unless the employee has been evaluated unsatisfactorily or has committed misconduct or neglect with regard to the position's duties. The District retains the right and discretion to eliminate the HVAC Lead stipend if it elects to do so.

L. Payment for Certificates/Tuition

Any employee who currently possesses specialized certificates for HVAC, Electronics, Plumbing, Carpentry, or Culinary Arts shall receive a payment of one thousand two hundred fifty dollars (\$1250) per year by the District. Any employee who desires to obtain additional specialized certifications during the life of this Agreement shall also be paid this annual stipend upon successful attainment of the certification, providing however, that the employee has received prior administration approval for the plan of study.

The District shall reimburse employees who successfully complete certificates that have been pre-approved by the Administration for tuition costs up to one hundred percent (100%) of the first eighteen credits per year, at the CCAC rate. A grade of B or better must be earned, or in the case of a pass/fail course, a passing grade must be earned in order to qualify. In receiving tuition reimbursement, the employee agrees to remain in service to the District for two (2) full school terms (July 1 through June 30) following the completion of the course for which the District has reimbursed tuition. If an employee receives tuition reimbursement but leaves the District for any reason prior to fulfilling this requirement, the employee will be required to pay back the entire reimbursement amount (made within the preceding two (2) full school terms) to the District within 30 days. All interested employees will be given an equal opportunity to receive tuition reimbursement.

M. Payment of Clearances

The District shall reimburse employees for the total cost of all required clearances.

N. Clothing Allowance

Each custodial and maintenance employee shall be given a one-time allowance during this Agreement up to five hundred (\$500) dollars to purchase necessary footwear and/or clothing for the job and/or position the employee currently holds. Employees shall submit receipts for

the purchase of said footwear and/or clothing to the District Business Office. Reimbursable clothing is defined as required or essential to be worn as a condition of employment and unsuitable for everyday wear.

Each Cleaner and Cafeteria employee shall be given a one-time allowance during this Agreement up to two hundred (\$200) to purchase necessary footwear or clothing for the job and/or position the employee currently holds. Cleaner and Cafeteria employees will be reimbursed for black scrubs only, for clothing purposes.

ARTICLE XI

MEMBERSHIP DUES DEDUCTION

A. Deduction from Salary

The District agrees to deduct from the salaries of members of the local union, the Pennsylvania State Education Association, and the Notional Education Association 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 Educational Support Personnel Association PSEA-NEA.

1. Upon proper authorization from the employee, the School District agrees to deduct dues from union members' pay in eighteen (18) equal semi-monthly payments beginning September 30 through the school term.

B. List Supplied to District

No later than September 1, the Fort Cherry Educational Support Personnel Association PSEA-NEA will provide the District with a list of those employees who have authorized the District to deduct dues for the Association in Paragraph A above.

C. Hold Harmless Clause

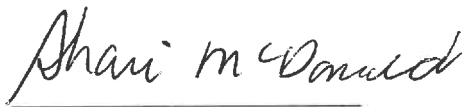
The Union shall indemnify and hold the District harmless against any and all claims, suits, order of judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

ARTICLE XII
ENTIRE AGREEMENT

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties. The parties hereto that this Agreement constitutes the entire Agreement between the parties, and that no additional negotiations concerning this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement.

IN WITNESS WHEREOF, the Union has caused this Agreement to be signed by its President and Secretary and the District has caused this Agreement to be signed by the President of its Board of School Directors, attested by its secretary, and its Corporate Seal to placed thereon, on the day and year first above written.

WITNESS:



Chief Negotiator, PSEA

FORT CHERRY EDUCATIONAL
PERSONNEL, PSEA/NEA:



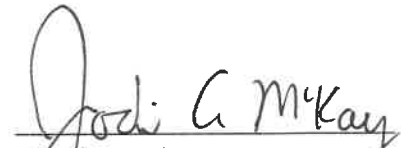
Local President

WITNESS:



Board Secretary

FORT CHERRY SCHOOL DISTRICT



Board President

