

# **AGREEMENT**

*between the*

**RADNOR TOWNSHIP SCHOOL DISTRICT**

*and the*

**RADNOR CAFETERIA AND CUSTODIAL  
WORKERS ASSOCIATION, RCCWA**

**July 1, 2020 - June 30, 2025**

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE RADNOR TOWNSHIP SCHOOL DISTRICT**

**AND**

**THE RADNOR CAFETERIA AND CUSTODIAL WORKERS ASSOCIATION**

**ARTICLE 1**

**RECOGNITION**

- A. The School District of Radnor Township (hereinafter called the "District") recognizes the Radnor Cafeteria and Custodial Workers Association, PSEA-NEA as the exclusive bargaining representative for the bargaining unit as certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-97-551-E dated December 23, 1997 under the conditions and limitations of the Pennsylvania Public Employees Relations Act, Act 195, providing for collective bargaining for public employees.
- B. This Agreement pertains only to those Employees falling within the certification referred to in Section "A" of this article.

**ARTICLE 2**

**DEFINITIONS**

- A. The term "District" as used in this agreement shall include the Board of School Directors of the School District of Radnor Township and all authorized administrative and supervisory personnel of the District.
- B. The term "Employee" as used in this Agreement shall mean all full-time and regular part-time cafeteria Employees and custodial Employees.
- C. The term "full-time" cafeteria Employee as used in this Agreement shall mean an Employee who is regularly scheduled for five (5) hours or more each day of the work week in that position.
- D. For the first ninety (90) work-days of employment, a newly hired employee shall be a "Probationary Employee." During an employee's probationary period she/he may be terminated by the School District at its discretion. When an employee has successfully completed ninety (90) work-days of employment her/his seniority date will be her/his date of hire. Probationary Employees shall be afforded healthcare and other benefits after successfully completing 90 calendar days of employment.

**ARTICLE 3**  
**COMPENSATION**

Hourly wages for Custodial and Cafeteria Employees shall be as follows:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
<u>Head Lead Custodian</u>	\$29.64	\$30.50	\$31.35	\$32.23	\$33.13
<u>Lead Custodian</u>					
Less than 5 years of service	\$24.11	\$24.81	\$25.50	\$26.21	\$26.94
5 or more years of service	\$25.40	\$26.14	\$26.87	\$27.62	\$28.39
<u>Day Custodians</u>					
Less than 5 years of service	\$21.71	\$22.34	\$22.97	\$23.61	\$24.27
5 or more years of service	\$22.84	\$23.50	\$24.16	\$24.84	\$25.54
<u>Night Custodians</u>					
Less than 5 years of service	\$20.03	\$20.61	\$21.19	\$21.78	\$22.39
5 or more years of service	\$21.29	\$21.91	\$22.52	\$23.15	\$23.80
<u>Half- Time Custodians</u>					
Less than 5 years of service	\$19.07	\$19.62	\$20.17	\$20.73	\$21.31
5 or more years of service	\$20.07	\$20.65	\$21.23	\$21.82	\$22.43
<u>Lead Cafeteria Worker</u>					
Less than 1 year of service	\$16.31	\$16.78	\$17.25	\$17.73	\$18.23
1 to 5 years of service	\$17.16	\$17.66	\$18.15	\$18.66	\$19.18
More than 5 years of service	\$18.09	\$18.61	\$19.13	\$19.67	\$20.22
<u>Cafeteria Workers</u>					
Less than 1 year of service	\$14.82	\$15.25	\$15.68	\$16.12	\$16.57
1 to 5 years of service	\$15.61	\$16.06	\$16.51	\$16.97	\$17.44
More than 5 years of service	\$16.42	\$16.90	\$17.37	\$17.86	\$18.36

When working a catered event for the District, Cafeteria Workers will receive their regular rate plus an additional \$1.50 per hour.

## ARTICLE 4

### PAY PERIODS

Wages and salaries shall be paid biweekly during the term of this Agreement, in accordance with the uniform District-wide practice. Employees will be notified of specific pay dates at the time they are established by the District.

## ARTICLE 5

### HOURS AND OVERTIME

- A. Employee work day and work year will be as approved by the School Board, or as set forth in the work schedules promulgated by the Administration.
- B. The District reserves the sole discretion throughout the term of this Agreement to determine the number of Employees in each job classification and to modify said number of Employees in any given job classification at any time. In the event that a modification results in the elimination of a position, the Employee to be released shall be given two (2) weeks' notice thereof. In designating Employees to be released, the District shall select such Employees in accordance with the layoff and recall provisions of this Agreement.
- C. An Employee may be required to work overtime at the discretion of the District. No overtime shall be worked except as authorized by the District.
- D. An Employee required to perform work in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any week from Monday through Sunday shall be compensated at the rate of one and one-half (1-1/2) times his or her base rate of pay.
- E. An Employee required to perform work on the seventh (7th) consecutive day in any week from Monday through Sunday shall be compensated at the rate of two (2) times their base rate of pay.
- F. Employees shall be allowed an unpaid meal period during the work shift, which shall be no less than thirty (30) minutes.
- G. There shall be no duplication or pyramiding of any premium pay provided under this article or any other article of this Agreement.
- H. If an employee reports for work without prior notice (by radio announcement or telephone call) that work is not available during a regularly scheduled work-day (Monday - Friday), the employee will receive two (2) hours pay.
- I. Members temporarily assigned to higher level classification, for a period of 5 consecutive days or more, will receive the higher rate of pay.

## **ARTICLE 6**

### **ABSENCE AND LATENESS**

In cases of an excused absence, the Employee's direct supervisor or his/her designee shall be notified of the proposed absence no later than three (3) hours before the Employee's scheduled starting time. In cases of lateness, the Employee's supervisor or his/her designee shall be notified of a proposed lateness no later than one half (1/2) hour before Employee's starting time. Requests to be excused are to be directed to the Employee's direct supervisor or his/her designee, who will accept or reject them and determine whether or not there is to be a loss of pay.

## **ARTICLE 7**

### **MILEAGE REIMBURSEMENT**

All Employees authorized by the District, in writing, to use personal vehicles for approved transportation in the course of School District business shall be paid at the rate established at the beginning of the contract year by the Internal Revenue Service for business expense deductions for all miles driven. Reimbursement for mileage shall be paid within thirty (30) days of the submission by the Employee of the required record on or before the date designated for such submission.

## **ARTICLE 8**

### **DUES DEDUCTION**

- A. The District shall deduct from the pay of each member of the bargaining unit, provided written authorization from each member subject to deduction is furnished to the District, dues in the amount established by the Association's Constitution and Bylaws. The District shall transmit to the Association all monies withheld by the last day of the succeeding month after such deductions are made.
- B. Fair Share
  - 1. Effective July 1, 1999 and providing that the Association provides proof satisfactory to the District that at least 80% of the bargaining unit are members of the Association, the remaining Employees, except as set forth in paragraph 2 below, shall be required to pay to the Association a "Fair Share Fee" for the services the Association rendered as the exclusive bargaining agent for that year.
  - 2. For Employees on the payroll as of the date of ratification, payment of fair share fees, if and when it becomes effective, shall remain voluntary.
  - 3. For the purposes of this article "Fair Share Fee" shall mean the regular membership dues of the Association, less the cost for the previous year of its activities or undertakings which were not reasonably incurred to implement or effectuate the duties of the Association as the exclusive bargaining agent, as

provided under Act 84 of 1988 and at the percentage established annually by PSEA.

4. Effective July 1, 1999 and continuing for so long as the Fair Share Fee remains in effect, the District, on or before October 15 of each such year, will provide the Association with a list of the names and addresses of all bargaining unit members. The District will also provide the Association with the name and address of any Employee hired after October 15 within thirty (30) days of the Employee's date of hire.
  5. The Association shall provide the District with the amount of the Fair Share Fee and the names of the Employees who are nonmembers of the Association for whom the Fair Share Fee payroll deductions are to be made no later than November 1 of each year that the Fair Share Fee is in effect. The list shall also indicate the amount to be deducted from each individual's pay.
  6. For Employees hired after October 15 of each year that the Fair Share Fee is in effect, the Association will provide the District with the amount of the fee and the payment schedule for the deduction of the fee within thirty (30) days of notification of the Employee's date of hire.
- C. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this article, or in reliance on any list, notice or assignment furnished under any such provisions.

## **ARTICLE 9**

### **HOLIDAYS**

- A. All custodial employees shall be granted thirteen (13) holidays off with straight pay. The holidays shall be scheduled in accordance with the District calendar as may be amended. All full time cafeteria workers shall be paid for Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day based on an amount equal to the number of hours that they are regularly scheduled to work. Part-time cafeteria workers on staff as of January 14, 2003 shall be paid for Christmas Day and New Year's Day based on an amount equal to the number of hours that they are regularly scheduled to work. Part-time cafeteria workers hired after January 14, 2003 shall not be eligible for any holidays.
- B. When an employee is required to work on one of the above holidays, he shall be paid at a rate of one and one-half (1½) times straight time pay plus the holiday pay for all hours worked.
- C. To be eligible for holiday pay, an employee must work the last scheduled work day immediately prior to the holiday and the first scheduled work day immediately following the holiday, except for absence for reasons satisfactory to the District.



## ARTICLE 10

### VACATIONS

- A. Each custodial Employee covered by this Agreement who shall have been employed by the District for two or more months shall be granted time off with pay for up to eight (8) hours for each day of vacation, or pro rata part thereof, determined as follows:

Length of Uninterrupted  
Service as of July 1

Vacation Time

Less than 1 year

One day for each month worked after the first day of employment, but not to exceed 10 days

1 year or more

10 days

5 years or more

15 days

10 years or more

17 days

15 years or more

20 days

- B. Vacations will, so far as practicable, be granted at the time requested by the Employee. If more than one (1) individual requests vacation and the granting of more than one request would hinder the efficient operation of the District, the District shall have the right to limit the number of Employees on vacation at the same time. The Employee who submits his vacation request at the earliest time shall be given preference in his selection of vacation period in the event of any conflict in selection.
- C. Vacation privileges shall be subject to all District regulations concerning same, and all requests for specific vacation time shall be made in accordance with regulations set forth by the District for approval.
- D. For vacation purposes, length of service shall be calculated as of July 1. Employees reaching the crossover point of eligibility for an additional week of vacation between July 1 and June 30 shall be entitled to take such additional vacation in that year.
- E. Earned annual vacation time may be used in the year as it is earned. A full-time Employee may carry over up to one year's allotment of vacation days into the next year. Such requests to carry days shall be made in writing to the supervisor by January 1 of the current contract year. Vacation days not taken by the end of the year following the one in which they are earned will be forfeited.

## **ARTICLE 11**

### **SICK LEAVE**

- A. Any Employee who is prevented by personal illness or personal injury from following his occupation shall be paid for each day of absence the full pay to which he or she may be entitled for a period not to exceed the amount of his or her accumulated sick leave benefits. Sick leave is accumulated at a rate of one (1) day for each full month of active employment up to a maximum of twelve (12) days per year for custodial Employees and five (5) days per year for cafeteria Employees, cumulative without limit. Cumulative sick leave is calculated from the time of first employment with days of paid sick leave subtracted therefrom.
- B. The District reserves the right to require a doctor's certificate for any absence due to illness of a duration of three (3) days or more.
- C. An Employee who has used no sick leave for a full contract year, may be reimbursed at 100% of his or her base rate of pay for as many as all of the current year's accrual of sick days. An Employee who has used between one and three days of sick leave during a full contract year, may be reimbursed at 75% of his or her base rate of pay for up to the remaining number of unused sick days from the current year's accrual of sick days.

Employees who wish to be reimbursed for unused sick days must submit a request for reimbursement to the Personnel Office within thirty days after the end of the contract year.

- D. Each full-time Employee who retires under the provisions of the Public School Employee's Retirement System with fifteen (15) or more years of service in the Radnor School District will receive a lump sum payment in an amount equal to one hundred percent (100%) of his/her daily rate multiplied by the number of unused accumulated sick days. The maximum payment under the provisions of the Article shall not exceed \$6,000.
- E. The District shall agree to deposit funds mentioned in Item D above as a mandatory employer contribution by the District to the Employee's 403(b) program to the extent such amount is permitted by tax code limitations. If any funds remain after making the maximum employer contribution to the Employee's 403(b) program, the balance shall be paid to the retiring Employee as a severance benefit no later than two and one-half months after the end of the year in which the retirement occurs.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

- A. Whenever an Employee shall be absent from duty because of a death in the immediate family of the Employee, there shall be no deduction in pay for such absences not in excess of five (5) working days. The immediate family is defined as Employee's father,

mother, brother, sister, son, daughter, spouse, parent-in-law, or near relative who resides in the Employee's household or with whom the Employee has made his or her home.

- B. Whenever an Employee is absent because of the death of a near relative, there shall be no deduction in pay for such absences on the day of the funeral. Near relative is defined as Employee's first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.
- C. Bereavement should be utilized for death and days immediately following for planning and/or funeral/memorial services. If the employee has special circumstances such as a funeral/memorial service being held at a later date, the employee shall contact the Director of Human Resources for a reasonable exception. However, no more than five (5) total days may be utilized.

### **ARTICLE 13**

#### **PERSONAL LEAVE**

- A. Custodial and cafeteria Employees shall be entitled to two (2) days of personal leave annually during each year of this Agreement.
- B. An Employee requesting personal leave shall make application for such leave with the Employee's direct supervisor or his or her designee at least two (2) days in advance of the requested day, except for emergencies which shall be handled at the discretion of the direct supervisor or his or her designee.
- C. Unused personal leave shall not be cumulative. However, at the end of each school year, unused personal leave shall be converted into unused sick leave and shall be credited to the Employee's unused sick leave.
- D. Personal leave usage shall be limited to a maximum of 10% of the staff, rounded to the next highest number, on any one day. In the event that applications for personal leave on a given day exceed 10% of the staff, priority will be given to the applicants who submitted their application for leave at the earliest time.
- E. Personal leave may only be taken the day before or the day after a holiday provided that the request is made in writing to the supervisor at least twenty (20) calendar days before the leave date requested, and provided that the supervisor obtains coverage for the date of the leave.

### **ARTICLE 14**

#### **MILITARY LEAVE**

Employees who are members of the military reserves or Pennsylvania National Guard and who are required to participate in annual training or who are called to active duty shall be entitled to an unpaid leave of absence for up to fifteen (15) days per year as provided by law.

## **ARTICLE 15**

### **LEAVES OF ABSENCE**

- A. Employees on paid sick leave, vacation or other paid leave authorized by this Agreement shall continue to receive all fringe benefits to which they are entitled by the provisions of this Agreement, and such benefits shall continue to accumulate during the period of such paid leave. Employees who have exhausted all sick leave or other paid leave benefits shall not be eligible for continuance of benefits, nor shall such benefits continue to accumulate.
- B. Employees having exhausted all paid leave benefits and wishing to continue their Employee status shall apply through the Personnel Office within thirty (30) days for an extended leave of absence without pay. Such leave may be granted by the Board for a period not to exceed one (1) calendar year from the date of approval. Approval of such extended leave shall not be unreasonably denied. Employees not granted an extended leave of absence within sixty (60) days of the exhaustion of all paid leave benefits shall be automatically terminated.
- C. An unpaid leave of absence may be granted at the discretion of the School District, and shall be without pay. An Employee on such leave shall retain the seniority which she/he possessed at the start of the leave, but shall not accumulate any additional seniority while on leave and shall not receive any of the other benefits of this Agreement while on such leave. During an approved unpaid leave, the Employee shall have the right to continue participation in medical insurance as defined in Article 16 and Dental insurance as defined in Article 17 by remitting the costs of those benefits to the School District. Unapproved and unexcused absence from work shall be without pay and subject to disciplinary action as determined by the District and consistent with the Agreement.

## **ARTICLE 16**

### **MEDICAL INSURANCE**

- A. Full time custodial and cafeteria Employees shall be eligible to participate in one of the District's group medical insurance plans. Effective July 1, 2020, full time custodial and cafeteria Employees shall be eligible to participate in a plan of benefits consistent with the plan of benefits provided in the Independence Blue Cross plan Keystone Direct POS C2-F1-01. The District shall pay the monthly premium for employees electing single, Employee/child(ren), Employee/spouse, or family coverage for said plan, subject to the premium share provisions set forth in section B of this Article. The Employee's share of the monthly premium will be paid through payroll deduction in accordance with section B of this article. For all full time custodial and cafeteria Employees hired subsequent to January 14, 2003: said medical benefits will be implemented following a 90 day probation period.

B. Premium Share

- a. Notwithstanding any provision in this Agreement to the contrary, each Employee in the bargaining unit being provided with health and prescription insurance under this Agreement, shall contribute, through payroll deductions, towards premium in the amounts set forth as follows:
  - i. For the 2020-24 fiscal year, premium share shall be in the amount equal to 7.25% of the premium cost for the annual medical plan.
  - ii. For the 2024-25 fiscal year, premium share shall be in the amount equal to 7.50% of the premium cost for the annual medical plan.

C. Health Care Benefits Buy-Out Option

- a. The District will provide a plan offering a cash incentive of \$2,000 on an annual basis to Employees who opt to eliminate participation in all of the District's group healthcare plans, including the District's medical, dental and prescription coverage. To be eligible under the Buy-Out Option in this Section, the Employee may not be covered by a family member's RTSD healthcare plan. An employee who opts out under this Section may participate in the District's dental plan by paying the full COBRA rate for the coverage elected.

D. Prescription Benefits

- a. Except for probationary employees, full time custodial and cafeteria Employees who are entitled to prescription coverage under the foregoing provisions of this Agreement will receive single, Employee/child(ren), Employee/spouse or family prescription coverage at the rate of 5/15/35, with limitations and exclusions defined below. In addition to all terms, conditions, limitations, and exclusions contained in the applicable plan or policy, the following terms and conditions shall apply:
  - 1. Oral Erectile Dysfunction medications shall be limited to 6 tablets for a 30 day supply.
  - 2. Prescription Drugs related to the diagnosis and therapy of infertility problems shall be limited to a lifetime benefit of \$5,000.
  - 3. Prior authorization shall be implemented for certain medications to ensure these medications are being utilized for the FDA approved diagnosis.
  - 4. Specialty injectables shall be limited to a 30-day supply at the retail pharmacy and mail order facility.
  - 5. Drug quantity management shall be implemented to ensure that the number of pills dispensed agree with the FDA approved dosing guidelines and medical literature.

6. Mail co-pays shall be two (2) times the retail co-pays for three (3) times the dosage.

E. Excise Tax or Fee

1. During the term of this Agreement or at any time after its expiration date until such time as a new agreement is executed, if the calculated aggregate cost for any health benefit plans offered pursuant to this Agreement exceeds any applicable threshold amount stated in the IRC Section 4980I, including all applicable regulations or guidance thereunder (or any other applicable federal or state legislation enacted hereafter) so as to subject the coverage provider to an excise tax or fee under that Section, including all applicable regulations or guidance thereunder (or any other applicable federal or state legislation enacted hereafter) relating to Section 4980I (the "Tax"), the District and Association agree to address that issue as follows:
  - a. The District shall notify the Association by no later than January 1, 2018 (and any January 1<sup>st</sup> following the expiration of this Agreement while the parties continue to bargain over a successor agreement) that a certain health benefit plan or plans that are offered pursuant to this Agreement are reasonably expected to be subject to the above-referenced Tax and what the District intends to do to eliminate or otherwise address the Tax;
  - b. The Association and the District will have up to sixty (60) calendar days from the date of such notice to attempt to reach mutual agreement on the issue;
  - c. If a mutual agreement is reached, that agreement shall become part of this Agreement and will supersede any affected provisions;
  - d. If a mutual agreement is not reached within the sixty (60) calendar day period referenced in subsection b., the District and Association shall mutually select an arbitrator (with the assistance of the Pennsylvania Bureau of Mediation, if necessary) and schedule a hearing to be held no later than March 15. The appointed arbitrator shall be directed to issue a final and binding decision by the earlier of April 15 or fifteen (15) days in advance of the open enrollment period. The arbitrator shall treat the matter as an interest arbitration and the arbitrator's award shall be limited to selecting a medical plan offered by the Delaware County Public School Health Trust that, with or without an accompanying Health Reimbursement Arrangement ("HRA"), results in the least diminishment of benefits to the employees without subjecting the coverage provider to the Tax, but does not result in an overall enhanced benefit to the affected employees beyond what is offered under the plan to be replaced. Such



changes shall become part of this Agreement and will supersede any affected provisions, including any health benefit plan or plans subject to the Tax.

- e. Notwithstanding the foregoing, existing employee premium share shall apply on the same basis as the eliminated health benefit plan(s).

## **ARTICLE 17**

### **DENTAL INSURANCE**

For all full time Employees, the District shall pay the premium cost for single or dual coverage for a basic dental insurance plan with a total annual benefit of \$2,000 selected and approved by the District for Employees with riders on a coinsurance basis, as follows: 75%-25% Periodontics and Major restorative/Crowns benefits and 50%-50% Orthodontics and Prosthodontics benefits.

## **ARTICLE 18**

### **LIFE INSURANCE**

The District shall pay for and provide group term life insurance coverage in the amount of \$25,000 for each full time Employee during the term of this Agreement.

## **ARTICLE 19**

### **INCOME PROTECTION INSURANCE**

For all full time Employees, the District will continue to provide its present form of income protection insurance under the existing Educators Mutual Insurance Company plan, or an equivalent plan, selected by the District.

## **ARTICLE 20**

### **VISION INSURANCE**

- A. The District vision plan shall provide that the maximum aggregate reimbursement for approvable expenses to an Employee or on behalf of the Employee and/or his or her dependents on account of approvable expenses for vision care incurred shall be not more than \$400 during the term of this Agreement. Further, the maximum total reimbursement for the entire family unit (Employee and dependent) shall be a total of \$400 over the four (4) year coverage period; the maximum reimbursement shall not be \$400 for the Employee and \$400 for each eligible dependent. The maximum total reimbursement amount for newly hired Employee and/or his or her Dependents shall be reduced by one hundred dollars (\$100) for each year of this Agreement during which the newly hired Employee was not employed.
- B. The following expenses shall not be approvable expenses of the Plan: the cost of sunglasses, medical or surgical treatment, drugs or other medications, services normally

provided free of charge, any vision care service covered by existing District insurance policies, and services not included within the Plan as set forth in the Administrative Procedure concerning the Plan.

## **ARTICLE 21**

### **MEDICAL EXAMINATIONS**

- A. The costs of all annual medical examinations required by regulations shall be borne by the District where the examination is made by or at the direction of the District or the District physician.
- B. An Employee shall be notified as soon as the District receives notice that the Employee is disqualified from working his or her job as a result of a medical examination. The District shall endeavor to assign such Employees, at the appropriate rate of pay, to some other available position in the bargaining unit, the duties of which they shall be fully capable of performing. In the event no such position shall be available, such Employee shall be granted a six (6) month leave of absence without pay.

During the six (6) month leave of absence, the Employee shall retain seniority rights accrued to the date of his/her separation and shall be restored by the District to his/her former position in the event, upon medical re-examination and such other re-examinations as may be required by the District, he or she is able to establish to the satisfaction of the Administration that he or she is fully capable mentally and physically of performing the duties of his or her former employment.

## **ARTICLE 22**

### **WORKER'S COMPENSATION**

Absence due to injury or illness which is determined to be compensable under Worker's Compensation will be charged against the Employee's sick leave days if the Employee is entitled to sick days and the Employee chooses to use sick leave days. For those Employees who choose to use sick leave days Worker's Compensation shall be coordinated with the sick leave and shall be deducted from accumulated days on a pro rata basis. No Employee shall receive combined benefits that exceed the amount of the Employee's regular salary.

## **ARTICLE 23**

### **GRIEVANCE PROCEDURE**

- A. Definitions



1. A "grievance" shall be defined as a dispute arising between an Employee or Employees and the District out of the interpretation of an express provision or provisions of this Agreement.
2. A "work day" shall be defined as any day when the District's administrative offices are open.

B. General Principles

1. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step in the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step,
2. Time limits may be extended by mutual consent of the parties.
3. In the event any Employee or the Union exercises any right of appeal to a court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this Article or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such an appeal is filed. In the event that the Court or agency defers to the grievance procedure, the grievance may subsequently be processed.

C. Procedure: Grievances shall be processed as follows:

1. Informal

As soon as the grievant becomes aware of the occurrence giving rise to the grievance, he or she shall discuss the matter orally with the appropriate supervisor, with the objective of resolving the matter informally. Association representation will be offered at the informal discussion at the request of any Employee.

2. Step One

In the event the grievance is not resolved informally as provided above, the grievance shall be submitted in writing to appropriate supervisor not later than ten (10) work days after the occurrence giving rise to the grievance. The written grievance shall state the date of occurrence, the section(s) of the Agreement involved, the facts in brief form, and the remedy requested. The appropriate supervisor shall hold such meetings as deemed desirable, and shall report his or her decision, in writing, to the grievant and to the Union President, within ten (10) workdays.

3. Step Two

If the grievance is not resolved at Step One it shall be submitted, together with a written statement of the reasons for dissatisfaction with the disposition at Step One, within five (5) work days of the written decision at Step One to the Superintendent or his or her designee. The Superintendent or his or her designee shall hold such meetings as are deemed desirable, and shall reply, in writing, to the grievant and to the Union President, within ten (10) workdays.

4. Step Three

If the action taken in Step Two above fails to resolve the grievance, the grievant shall transmit the grievance together with a written statement of the reasons for dissatisfaction with the disposition of the grievance within five (5) working days to the Board of School Directors. The Board of School Directors will hold such meetings as are deemed desirable, and a decision, in writing, shall be rendered to the grievant and to the Union President, by the Board within thirty (30) calendar days.

5. Step Four

If the action in Step Three above fails to resolve the grievance, the grievance may be referred by the Union to binding arbitration, as provided in Section 903 of Act 195, providing such referral is made within fifteen (15) calendar days following the date of the decision referred to in Step Three. Notice of appeal to arbitration shall be given in writing to the Secretary of the Board.

- D. Each case shall be considered on its merits and the Agreement shall constitute the basis on which the decision shall be rendered. The arbitrator shall first rule on the arbitrability of the grievance if so requested. The arbitrator shall be without power or authority to add to, alter, amend or modify any of the terms of this Agreement or to render any award contrary to law or which violates the terms of this Agreement. The arbitrator shall be requested to render his decision in writing within thirty (30) days of the date of the hearing unless otherwise mutually agreed by the parties.

## **ARTICLE 24**

### **SENIORITY**

- A. Seniority shall mean an Employee's length of continuous service in a job in the bargaining unit.
- B. An Employee shall lose his seniority if:
1. Employee voluntarily or involuntarily leaves the employment of the District;

2. Having been laid off, he fails to report to the District for work within fifteen (15) working days after he is recalled to work;
  3. Employee has been laid off for a period of twelve (12) consecutive months;
  4. Employee retires;
  5. Employee fails to report for work after a leave or accepts other permanent employment while on leave.
- C. Seniority shall continue to accumulate during active employment and during authorized paid leave. Seniority shall not continue to accumulate during unpaid leave status, but seniority accrued prior to the date of an authorized unpaid leave of absence shall be maintained. Employees who are absent on account of sickness or injury and who have not sooner retired or otherwise terminated their employment shall lose their seniority after two (2) calendar years from the first day of absence.

## **ARTICLE 25**

### **JOB POSTING**

- A. Whenever a vacancy in the bargaining unit shall occur, which vacancy the District shall determine to fill, notice as to such vacancy shall be given to members of the bargaining unit by posting on appropriate bulletin boards.
- B. An Employee in the bargaining unit hereunder shall have one (1) week from the date of such posting of notice to make written application to the Director of Personnel to fill such vacancy.
- C. The District may, in its discretion, fill such vacancy from among any such Employees who shall be qualified to fill the vacancy, before hiring personnel outside of the bargaining unit.

## **ARTICLE 26**

### **LAYOFF AND RECALLS**

Employees will be laid off on the basis of their seniority within the custodial or cafeteria category of the bargaining unit starting with the least senior. In the event of a recall, the last Employee laid off shall be the first recalled.

## **ARTICLE 27**

### **EMPLOYEE EVALUATIONS**

The District will, in May or June of each year, conduct an evaluation of all personnel for the purpose of evaluating the Employee's performance in his or her position.

## **ARTICLE 28**

### **TRAINING PROGRAMS**

When directed by the District, the District will pay the costs for an Employee to attend a training program or seminar, which will improve his or her skills for the benefit of the District.

## **ARTICLE 29**

### **WORK CLOTHES**

The District agrees to provide each Employee with uniforms, including boots or shoes, at a value up to \$300 per year for custodial Employees and up to \$250 per year for cafeteria Employees. All Employees will be required to wear the assigned uniform during all working hours. All clothing and footwear provided by this article will be as selected by the District and will be subject to pre-approval by the Employee's immediate supervisor.

## **ARTICLE 30**

### **JURY DUTY**

- A. An Employee required to serve on jury duty shall promptly notify the District, and in the further event that the Employee shall be unable to secure, after application made therefore, a court release from such jury duty by reason of his or her employment with the District so that said Employee shall be required to serve such jury duty, the District agrees to pay such Employee the difference between the amount he or she shall receive as a juror during the time he or she is so serving, and the amount he or she would otherwise have received as wages from District during such period.
- B. Should the court excuse the Employee from jury duty during the period for which such Employee shall be called for jury duty for one-half (1/2) day or more, the Employee shall return to the District and assume his or her regular duties during the period he or she is so excused.

## **ARTICLE 31**

### **BULLETIN BOARDS**

Adequate bulletin board space in a place designated by the District shall be reserved in each work location, readily accessible to all members of the bargaining unit, for the posting of Union notices and other material dealing with proper and legitimate Union business. All such notices shall bear the signature of a responsible Union official or shall clearly indicate that its issuer or publisher is the Union. The bulletin board space shall be identified with the name of the Union. The authorized representative of the Union shall be the sole person empowered to post these materials on that board, and it shall be the duty of the Union to supervise the bulletin boards, their use and the nature of the material contained in any such notices, none of which shall be derogatory toward or concerning District or District officials and staff.

## **ARTICLE 32**

### **UNION BUSINESS**

There shall be no Union activity on District time, except for visits to work stations of authorized Union representatives which may be made after prior approval of the Supervisor of Custodians for custodial Employees and the School Business Administrator for cafeteria Employees, none of which shall interfere with the duties or functions of any Employee or school program.

## **ARTICLE 33**

### **UNION REPRESENTATION**

At the request of any Employee, an Association representative will be afforded the opportunity to be present when the Employee is reprimanded or disciplined by his or her direct supervisor.

## **ARTICLE 34**

### **MEETINGS AT WORK LOCATION**

Upon three (3) days' notice to the School Business Administrator's office, the Association shall have the right to schedule meetings in an available District building at a place designated for such meetings, before or after regular duty hours of the Employees involved, providing the building is open for other purposes and the meeting will not interfere with the District's use of such building.

## **ARTICLE 35**

### **NO STRIKE**

- A. It is mutually agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act and Act 88, during the life of this Agreement, nor shall any member, officer, representative or official of the Association participate in, authorize, assist or encourage any such strike during the life of this Agreement.
- B. The District reserves the right to take appropriate disciplinary action against any Employee or Employees who violate the provisions of this Article.

## **ARTICLE 36**

### **MANAGEMENT RIGHTS**

- A. It is understood and agreed that the District, at its sound discretion, possesses the right, in accordance with applicable laws, to direct, manage and control all operations of the District including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the District, to determine the employment, classifications and initial and subsequent assignment of Employees, the types of work to be performed, the shifts, schedules and hours of work, the number of

Employees required, to select and hire Employees, to promote, suspend, lay off, demote or discharge Employees, and to make, apply and enforce rules and regulations, provided that such rights shall not be exercised by the District in violation of the express provisions of this Agreement.

- B. Matters of inherent managerial policy are reserved exclusively to the District. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the District in the past.

## **ARTICLE 37**

### **MEET AND DISCUSS**

The District and the Association shall meet from time to time at the requests of either party to review topics of concern to either party in accordance with the meet and discuss provisions of the Public Employee Relations Act (Act 195).

## **ARTICLE 38**

### **NO DISCRIMINATION**

It is the policy of the Radnor Township School District not to discriminate on the basis of race, color, national origin, sex and handicap in its educational and vocational programs or employment as required by Title IX, Section 504 and Title VI.

Assurance is given that services, activities and facilities are accessible to and usable by disabled persons. It is understood that this provision does not confer any substantive rights upon Employees.

For information regarding civil rights and grievance procedure, contact the Director of Personnel, Coordinator of Title IX and the Director of Special Education, Coordinator of Section 504, at 135 South Wayne Avenue, Wayne PA 19087 (610-688-8100).

## **ARTICLE 39**

### **HEADINGS**

Any headings preceding the text of the several articles hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

## **ARTICLE 40**

### **SEPARABILITY**

In the event that any provision of this Agreement shall be held contrary to the law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from

whose judgment or decree no appeal has been taken within the time for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions of the Agreement shall remain in full force and effect.

#### **ARTICLE 41**

##### **CONSTRUCTION**

The District and the Union agree that this Agreement shall be interpreted and construed in a manner neither in violation of, nor in conflict with any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

#### **ARTICLE 42**

##### **GENERAL PROVISIONS**

This Agreement shall be construed under, and be subject to, the provision of the Public Employee Relations Act 195, as amended, with which both parties agree to comply faithfully, as well as to the terms and provisions of the Pennsylvania School Code. All matters not otherwise provided for in this Agreement shall be controlled and governed by the forgoing Acts of Assembly, and any terms hereof in conflict therewith shall be null and void.

#### **ARTICLE 43**

##### **WAIVERS**

The District and the Association agree that this Agreement represents the results of collective bargaining conducted under and in accordance with the provisions of Act 195 and Act 88 and constitutes the entire Agreement between the parties for the duration of the Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, whether specifically covered herein or omitted herefrom and irrespective of whether the subject was mentioned or discussed during the negotiations which led to the execution of the Agreement, except as otherwise agreed by the parties in writing.

#### **ARTICLE 44**

##### **DURATION**

This Agreement and the terms and provisions hereof, except as expressly provided in this Agreement, shall take effect as of July 1, 2020, or as of the date of its ratification by the parties, whichever is earlier, and shall remain in full force and effect during the five (5) year term hereof, namely, July 1, 2020 until June 30, 2025, and thereafter from year to year unless either party shall give the other at least sixty (60) days written notice of its election to terminate this Agreement.



**RADNOR CAFETERIA AND CUSTODIAL WORKERS ASSOCIATION, PSEA-NEA**

By:

Chief Negotiator

Attest:

Witness

Date:

11-10-20

**BOARD OF SCHOOL DIRECTORS OF THE RADNOR TOWNSHIP SCHOOL DISTRICT**

By:

President

Attest:

Secretary

Date:

Michelle A. Dickow

3/4/2021