

# **AGREEMENT**

*between the*

**RADNOR TOWNSHIP SCHOOL DISTRICT**

*and the*

**RADNOR EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

**July 1, 2019 – June 30, 2024**

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# **COLLECTIVE BARGAINING AGREEMENT**

## **Radnor Township School District and the Radnor Educational Support Personnel Association — PSEA/NEA (July 1, 2019 through June 30, 2024)**

### **ARTICLE I RECOGNITION**

The Radnor Township School District ("School District") recognizes the Radnor Educational Support Personnel Association – PSEA/NEA ("RESPA") as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment in a subdivision of the employer unit comprised of all full-time and regular part-time white-collar nonprofessional employees, including but not limited to secretaries, paraprofessionals, staff nurses, computer technicians and specialists; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in Act 195 as certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-97-230-E.

### **ARTICLE II TERM OF AGREEMENT**

This Agreement shall become effective on July 1, 2019, and shall continue in effect until June 30, 2024, or until such later date as the School District and RESPA may agree or until such date that a successor agreement shall become effective.

### **ARTICLE III WAIVERS**

The School District and RESPA 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 here from 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 IV SEPARABILITY CLAUSE**

In the event that any provision of this Agreement is found to be inconsistent with any statute or law, the statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then said provision shall be considered void, but all other valid provisions shall remain in full force and effect.



## **ARTICLE V**

### **MANAGEMENT RIGHTS**

The School District will retain the right and responsibility to operate the schools in accordance with applicable law. In addition, the School District has and will continue to retain the sole and exclusive right and responsibility to determine, decide, and implement inherent managerial policy including, but not necessarily limited to, such areas of discretion or policy as the functions and programs of the employer, standards of services, overall budget, utilization of technology, organizational structure, and selection and direction of personnel, including the transfer and assignment of bargaining unit employees to, from, and within schools and work classifications, provided that such rights shall not be exercised by the employer in violation of the express terms of this Agreement.

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

## **ARTICLE VI**

### **RIGHTS AND PRIVILEGES OF RESPA**

#### **1. Use of Interschool Mail System**

- a. RESPA shall be allowed the use of the interschool mail system to distribute RESPA materials.
- b. The exercise of this privilege shall not interfere with or interrupt classes, normal school operations or normal business operations.

#### **2. Bulletin Boards**

Adequate bulletin board space in a place designated by the School District shall be reserved in each building, readily accessible to all members of the bargaining unit, for the posting of RESPA notices and other material dealing with proper and legitimate RESPA business. All such notices shall clearly indicate that the issuer or publisher is RESPA. The bulletin board space shall be identified with the name of RESPA. It shall be the duty of the RESPA to supervise the bulletin boards, their use, and the nature of the material contained in any such notice, none of which shall be derogatory toward or concerning the School District or School District officials and staff.

#### **3. RESPA Organizational Meetings**

- a. The School District agrees to provide up to four (4) days (or parts thereof) of unpaid released time for representatives of RESPA to attend to official RESPA business, for which RESPA will pay the School District the difference between the employees' wages during the released time and the cost of replacing the employees where this is necessary while the employees are attending to said business. An employee may opt to use personal or vacation leave for this purpose, in which case RESPA agrees to pay for the full cost of replacing the employee where this is necessary while the employees are attending to said business.

- b. RESPA shall submit to the Superintendent or designee the names of any RESPA representatives no later than two (2) weeks prior to the date of the RESPA business. The School District reserves the right to reject participation of a specific employee when an obligation in a work schedule precludes the absence of that employee as a designated representative. The School District will inform RESPA of its rejection of an absence within one week of notification by RESPA. The School District agrees to accept substitutions to the designated representatives' list after the date of submission with the understanding that the School District may also reject that individual's participation for the reason stated above.

#### 4. Dues Deductions

- a. The School District shall deduct membership dues in eighteen (18) equal payments from the salary of any bargaining unit member who individually and voluntarily authorizes such a deduction, in writing, on a form provided by RESPA. Said deductions shall occur over eighteen (18) consecutive pay dates commencing with the first pay date in October of each contract year.
- b. RESPA will present to the School District an official list of its membership for whom payroll deductions are to be made no later than September 15 of each contract year. Said list shall also indicate the amount to be deducted from each individual's pay.
- c. All deductions under Section 4.a. of this Article shall be transmitted to the RESPA Treasurer, in the form of a single check, within five (5) business days of the second pay date of the month. RESPA shall assume full responsibility for the disposition of all funds deducted.
- d. RESPA shall indemnify and hold harmless the School District, and its agents, employees, and officials against any and all claims, suits, orders, or judgments brought or issued against any of them as a result of any action arising out of, or resulting from, the implementation of this Article.

#### 5. Maintenance of Membership

- a. All bargaining unit members who become members of RESPA during the term of this Agreement shall be subject to the "Maintenance of Membership" provision as defined in Article III, subsection 18 of the Public Employee Relations Act, Act 195. "Maintenance of Membership" means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of the collective bargaining agreement with the provision that any such employee or employees may resign from the employee organization during a period of fifteen (15) days prior to the expiration of the Agreement.
- b. RESPA shall indemnify and hold the School District, and its employees, agents and officials harmless against any suit brought by a bargaining unit member against any of them as a result of its compliance with the provisions of this article.

**ARTICLE VII**  
**JUST CAUSE**

No employee who has successfully completed a probationary period shall be disciplined or discharged without just cause.

**ARTICLE VIII**  
**HOURS OF WORK**

1. The normal work day for full-time employees shall consist of a minimum of seven (7) hours and a maximum of eight (8) hours as recommended by a supervisor and approved by the School District plus an unpaid lunch period of at least one-half (1/2) hour. Notice will be provided by the beginning of any contract year when there are changes in the normal work day from the previous year.
2. The normal work week for full-time employees shall consist of a minimum of thirty-five (35) hours and a maximum of forty (40) hours as recommended by a supervisor and approved by the School District Monday through Friday. However, this shall not constitute a guarantee of thirty-five (35) hours of work to full-time employees. In the event there is a reduced need for a full-time employee's services, the employee may be reduced in hours, with a commensurate reduction in salary/benefits.
3. If an employee is required to work in excess of forty (40) hours in any week, the employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all hours in excess of forty (40). Compensatory time may be substituted for overtime payment.
4. The normal work week for part-time employees shall consist of less than thirty-five (35) hours. In the event there is a reduced need for a part-time employee's services, the employee may be reduced in hours, with a commensurate reduction in salary/benefits.
5. The aforementioned provisions notwithstanding, the School District may review hours of work on a case-by-case basis.

**ARTICLE IX**  
**COMPENSATION**

1. Levels for all bargaining unit members shall be defined as indicated:

**SECRETARIES, SPECIALISTS, ASSISTANTS, CLERKS, AND CENTRAL REGISTRAR**

Level 1	No current positions
Level 2	Central Registrar Elementary Building Secretary Library Clerk RHS Assistant Principal Secretary RHS Athletic Director Secretary RHS Attendance Secretary RHS School Counseling Secretary RMS Attendance/Discipline Secretary RMS Building/Assistant Principal Secretary RMS School Counseling Secretary
Level 3	Accounts Payable Specialist Communications Assistant K-12 Data and Assessment Secretary Secretary to the Assistant Business Administrator Secretary to the Principal Special Education Secretary
Level 4	Chief Payroll Specialist Secretary to the Director of Special Education Secretary to the Operations Office Secretary to the Teaching and Learning Office Secretary to the Technology Innovation & Instructional Design Office

**EDUCATIONAL SUPPORT PERSONNEL INCLUDING PARAPROFESSIONALS,  
TECHNOLOGY STAFF, STAFF NURSES, AND VPC SPECIALIST**

Level A	Instructional Paraprofessional <sup>1</sup>  Special Education Paraprofessional  Special Support Paraprofessional
Level B	Technology Resource Personnel
Level C	Staff Nurse
Level D	Technology Support Specialist  Video Production/Communication Specialist (VPC)
Level E	Information Systems Database Analyst  Senior Network Administrator  Senior Network Engineer

2. Under normal market conditions, new hires will not be hired at a rate above the 50%ile of the range of the level into which they are hired. When market conditions, as determined by the district, require that a new hire be made at a rate higher than the 50%ile of the range, the district will conduct a market analysis and will meet and discuss with RESPA concerning any rate adjustment for unit positions which may be necessary as indicated by the analysis.

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<sup>1</sup>Although the term “paraprofessional” is used in this Agreement; it is being used as a generic term and is not intended to suggest any legal significance. If and to the extent that any applicable law may require use of a different term to describe the employees or the functions of the employees, such other term or classification description may be used by the School District.

3. All employees in the bargaining unit will receive rate increases during the term of this Agreement as follows:

2019-2020	2.90%
2020-2021	2.90%
2021-2022	2.80%
2022-2023	2.80%
2023-2024	2.80%

4. In the event that any member of the bargaining unit believes that their salary should be increased due to a significant and material change in job duties, the bargaining unit member may file a salary review request with the Superintendent setting forth the reasons and rationale why the salary should be reviewed and increased. The employee shall provide copies of the salary review request to the President of RESPA and the Director of Human Resources. The Superintendent shall have the authority to decide whether to increase salary, and if the Superintendent determines that a salary increase is justified, the Superintendent shall meet with the President of RESPA to discuss what the salary increase will be. Any agreement to raise salary is subject to the approval of the School Board. The decisions by the Superintendent or the School Board whether to increase salary and/or the amount of the increase shall be final and shall not be subject to the grievance or arbitration provisions of this Agreement. The District shall use its best efforts to complete the salary review within one hundred and eighty (180) days.

## **ARTICLE X**

### **LONGEVITY PLAN**

1. After five (5) years of consecutive service, an annual longevity bonus will be paid to all members of the bargaining unit based on the following formula: \$.10 times the employee's scheduled annual hours. Each year thereafter, this payment will increase by \$.02 times the employee's scheduled annual hours. This bonus shall be awarded on the anniversary date in a lump sum and the employee shall be compensated in the next pay period.
2. On July 1 following the employee's anniversary date, the following will be awarded in addition to the annual longevity bonus in section 1 above:
  - a. Employees with ten (10) to nineteen (19) years of service will be awarded one (1) vacation/personal day per year.
  - b. Employees with twenty (20) years of service or greater will be awarded two (2) vacation/personal days per year.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

1. Accumulated Sick Leave Days

**Full-time Employees (12-month and 10-month): Accumulated Sick Leave Days**

**Includes Levels 1 to 4; Educational Support Personnel Levels B to E**

**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**

**Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)**

- a. All full-time employees shall accumulate paid sick leave days at the rate of one for each month worked in a year. The unused portion of such allowance shall accumulate from year to year without limitation.

**Part-time Employees: Accumulated Sick Leave Days**

- b. All part-time employees shall be entitled to cumulative sick leave in accordance with the following chart:

<u>Years of Service</u>	<u>Sick Leave Per Year</u>
Less than 1	0
1 – 3	2
4 – 7	4
8 – 11	6
12+	8

**Educational Support Personnel, Level A Defined as Paraprofessionals;**

**Instructional, Special Education, and Special Support**

**Employees (School year): Accumulated Sick Leave Days**

- c. Effective July 1, 2019, Paraprofessionals shall receive three (3) paid sick days per year, during their first full year of employment, which will be prorated based on the date of hire. These sick leave days shall be issued after ninety (90) calendar days. The unused portion of these days shall accumulate from year to year without limit.
- d. If a Paraprofessional has an unused balance of accrued sick or personal leave days at the close of business on the last work day of the school year, the Paraprofessional will receive two (2) additional sick leave days the following school year in addition to the sick leave days awarded in accordance with paragraph c. above. In order to be eligible to receive the additional two (2) sick leave days, the employee may not have taken a Day without Pay.



- e. Those Bargaining Unit Members who have accumulated sick leave benefits shall be permitted to use five (5) days of said benefits each year, singly or consecutively, with pay, for the purpose of attending to the needs of sick members of the Bargaining Unit Member's immediate family, as said family is defined in Section 1154 of the School Code of 1949, as amended 24 PS 11-1154(b).
- f. For information on personal leave days see Section 5 Personal Leave.

#### **Part-time Employees: Accumulated Sick Leave Days**

- g. Paid time off (including sick, personal, and vacation days) for part-time employees shall be prorated based on regularly scheduled hours.

#### **2. Unpaid Leave of Absence**

An unpaid leave of absence may be granted at the sole discretion of the Superintendent. Any such extended leave shall be subject to approval by the School District and shall be without pay. An employee on such leave shall retain the seniority which the employee 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 unpaid leave, the employee shall have the right to continue participation in group insurance benefits as defined in Article XIII, excluding income protection and retirement/severance bonus, by remitting the costs of those benefits to the School District.

#### **3. 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.

#### **4. Child Rearing Leave**

- a. An employee who is expecting a child or whose spouse is expecting the birth of a child which the employee contemplates will reside in his or her household, or who expects to adopt a child; and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, may be granted a leave of absence without pay.
- b. An employee desirous of a leave of absence without pay pursuant to this leave provision shall submit a request for such leave, in writing, to the Director of Human Resources not later than ninety (90) days prior to the proposed effective date of such leave. The written request shall specify the expected date of birth of the child and shall specify the proposed inclusive dates of the leave. The effective date requested shall be the expected date of birth or adoption of the child or a date reasonably prior or subsequent thereto. The request shall be accompanied by a physician's statement setting forth the expected date of birth of the child.



- c. Notification, in writing, of the disposition of such request shall be given not later than thirty (30) days prior to the requested effective date, and an approved termination date of such leave.
- d. The maximum length of such leave shall be one full year following the birth or adoption of the child.
- e. On returning to service from child rearing leave, the employee shall be returned to the same position the employee occupied prior to the leave. If that position has been filled, the employee shall be given an equivalent position with regard to pay and skill until the employee's former position is available.
- f. Return from leave shall be on a mutually agreeable date.
- g. No employee shall be entitled to a period of absence or leave allowed or authorized under any other provision of this agreement during any period of absence approved as child rearing leave.
- h. The employee shall have the right to continue any or all fringe benefits available in this agreement by paying the costs of those benefits.

## 5. Personal Leave

### **Full-time Employees (12-month and 10-month): Personal Leave**

**Includes Levels 1 to 4; Educational Support Personnel Levels B to E**

**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**

**Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)**

- a. All full-time employees shall be eligible for two (2) days of personal leave per school year in their first year of employment with the School District. Personal leave shall be cumulative to a maximum of six (6) days if unused. Personal leave days in excess of six (6) days unused will be converted to sick days.

### **Part-time Employees: Personal Leave**

- b. All regular part-time employees shall be eligible for one (1) day of personal leave per school year, cumulative to a maximum of four (4) days if unused. Personal leave days in excess of four (4) days unused will be converted to sick days.

### **Educational Support Personnel, Level A Defined as Paraprofessionals;**

**Instructional, Special Education, and Special Support**

**Employees (School year): Personal Leave**

- c. Paraprofessionals shall be eligible for one (1) day of personal leave during their first full year of employment, which will be prorated based on the date of hire. After their first full year of employment and beginning with the one-year anniversary date of employment and thereafter, Paraprofessionals shall receive two (2) personal days. Personal leave days in excess of five (5) days unused will be converted to sick days.

- d. If a Paraprofessional has an unused balance of accrued sick or personal leave days at the close of business on the last work day of the school year, the Paraprofessional will receive two (2) additional sick leave days the following school year in addition to the sick leave days awarded in accordance with Article XI; Paragraph 1. Section c. (page 8). In order to be eligible to receive the additional two (2) sick leave days, the employee may not have taken a Day without Pay.
- e. Paraprofessionals may use no more than five (5) personal leave days, as defined in Section 5.c. of this Article, during any contract year for the purpose of conducting personal business.
- f. Such personal leave shall not be used for gainful employment. Requests for personal leave must be approved by the appropriate building principal or immediate supervisor, and by the Director of Human Resources. A form for personal leave may be obtained from any principal, any supervisor, the Human Resources Office, or the Business Office. Personal leave will not be granted during the first five (5) student days or the last five (5) student days of the regular school year, and it will not be granted on the day before or the day after a vacation or holiday.

#### 6. Jury Duty

An employee required to serve on jury duty shall promptly notify the School 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 the employee's employment with the School District so that said employee shall be required to serve such jury duty, the School District agrees to pay such employee the difference between the amount the employee shall receive as a juror during the time the employee is so serving, and the amount employee would otherwise have received as salary from the School District during such period.

#### 7. Bereavement Leave

An employee shall be granted up to five (5) work days of absence for a death in the immediate family, without a loss of salary. 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. The immediate family shall be construed to mean the employee's spouse, father, mother, sister, brother, child, parent-in-law or any person with whom the employee resides. Other close relatives living in the same household shall also be considered as part of the immediate family. In the case of a death of a relative other than those mentioned above, up to one (1) day of absence shall be granted without loss of pay to attend the funeral.

**ARTICLE XII**  
**OTHER CONDITIONS OF EMPLOYMENT**

1. Transfer

- a. An employee seeking a transfer to a vacant position must apply in writing to the Director of Human Resources. Decisions concerning transfers to such vacant positions are a management prerogative.
- b. Notification of approval or rejection of a requested transfer will be given in writing. If the requested transfer is not approved, the reason or reasons for denial will be given.
- c. If there is no applicant for the job vacancy who meets the above requirements, the District may fill the vacancy by hiring from the outside.
- d. An involuntary transfer will be made only after the affected employee(s) are consulted and apprised, in a timely manner, of the need for such transfer(s). Whenever possible, a qualified volunteer will be transferred in place of an involuntary transfer.

2. Vacancies

Vacancies in bargaining unit positions shall be announced to all personnel by posting job vacancy notices on the designated bulletin boards in buildings by the Director of Human Resources. Vacancies shall be posted for a period of ten (10) work days before the position is filled. The posting period may be reduced by mutual agreement of the parties. In order to be considered, an application must be filed with the Director of Human Resources within the posting period. Any vacancy in the bargaining unit not filled within a ninety (90) day period shall be re-posted every twelve (12) weeks until the position is filled.

3. Travel Allowance

All bargaining unit members shall be reimbursed for all authorized School District travel at the prevailing IRS rate in effect on the date of the approved travel. The Business Office shall make payment upon receipt of an expense voucher signed by the appropriate building principal or supervisor.

4. Safe Working Conditions

Consistent with its obligations under law, the School District will make every reasonable effort to provide the employees with safe working conditions.

## 5. Personnel Files

An employee shall have the right, upon written or verbal request, to review the contents of one's own personnel file. No material will be placed in an employee's file without the employee's knowledge. The employee shall also have the right to submit a written response to an item in the file and have it attached to the file copy.

## 6. Tuition Reimbursement

The School District shall reimburse all bargaining unit members for eighty percent (80%) of the tuition cost of approved, job-related courses, chosen by the employee and approved by the Principal or Supervisor, up to a maximum of \$3,000 per person, per year, July 1 to June 30, provided that a grade of "B" (or pass for those courses that are given in pass/fail only) or better is obtained. In the event that an employee who has received reimbursement of tuition pursuant to this Agreement does not remain employed by the School District for a period of three hundred and sixty-five days (365) beyond the last day of the course or program for which the employee was reimbursed, the employee shall repay to the school district the amounts paid pursuant to this provision within a time period mutually agreed upon by the School District and the employee. The employee's failure or refusal to return the money to the School District within the mutually agreed upon payment schedule (which may not be unreasonably lengthy) shall result in interest at the rate of 1.5% per month, compounded, plus the employee's payment of reasonable attorney fees and costs in the event that the School District must initiate litigation to recover the amounts due and owing.

## 7. Inclement Weather and Emergency Closings

When the Superintendent closes school because of inclement weather or emergency conditions, all bargaining unit members aside from Paraprofessionals and Staff Nurses are expected to report to work unless otherwise notified by their supervisor. When inclement weather conditions or emergencies require a notification by your supervisor, the following call code procedure will be used for closing of schools:

**Code A:** If the District (i.e., schools, school offices, and administrative offices) is closed, no bargaining unit member is expected to come in.

**Code B:** If the schools are closed, but all offices are open, it is expected that those bargaining unit members who are required to report for work will come in as close to their regular working hours as they can, given the conditions that they face.

**Code C:** If there is a two-hour delay, it is expected that those bargaining unit members who are required to report for work will come in as close to their regular working hours as they can, given the conditions that they face. Notwithstanding anything herein to the contrary, full-time paraprofessionals (6.5 hours/day or more) shall be paid for delay when school is delayed by two-hours or more, provided, however, that under no circumstances shall such an employee receive more pay than the hours normally assigned for the day.

Office staff may also dial 610-688-8104 and listen for the office code following the school-closing message.

Those bargaining unit members who are required to report for work and who report to work by noon on a "B or "C" day will be paid for a full day.

Ten-month secretarial/clerical employees are required to work 221 days each school year in accordance with the 10-month secretarial/clerical calendar. The District will pay 10-month secretarial/clerical employees for all snow days; however, any additional work day for each snow day will be added to the end of the 10-month secretarial/clerical calendar for all 10-month secretarial/clerical employees. Those days will be made up without additional compensation.

#### 8. Medical Treatment

Bargaining unit members, excluding Staff Nurses and those designated Special Support Paraprofessionals, will not be required to administer medical treatment or perform nursing duties; however, in an emergency situation which requires immediate action, an employee is expected to act in a reasonable and prudent manner and will be held harmless from any liability, damages, or other monetary expense such as legal costs to defend an action against the employee arising from such conduct. A qualified medical person will be brought on the scene as soon as possible.

### **ARTICLE XIII** **INSURANCE PROTECTION**

#### 1. Group Life Insurance

**Full-time Employees (12-month and 10-month): Group Life Insurance**  
**Includes Levels 1 to 4; Educational Support Personnel Levels B to E**  
**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**  
**Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)**

- a. Life insurance for each full-time employee shall be \$50,000 for the life of the contract.

**Part-time Employees: Group Life Insurance**

- b. Life insurance for part-time employees shall be \$25,000 for the life of the contract.

**Educational Support Personnel, Level A Defined as Paraprofessionals;**  
**Instructional, Special Education, and Special Support**  
**Employees (School year): Group Life Insurance**

- c. Life insurance for Paraprofessionals who work 6.5 hours or more per day shall be \$25,000 for the life of the contract.

## 2. Medical Coverage

### **Full-time Employees (12-month and 10-month): Medical Coverage**

**Includes Levels 1 to 4; Educational Support Personnel Levels B to E**

**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**

**Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)**

- a. For the first ninety (90) work days of employment, a newly hired employee shall be a probationary employee. Probationary employees would receive healthcare and other benefits after ninety (90) calendar days. All current full-time twelve-month and full-time ten-month employees shall be eligible to participate in a plan of benefits consistent with the plan of benefits provided in the Independence Blue Cross plan C2-F1-01. The School District shall pay the monthly premium for employees electing single, dual or family coverage for said plan, subject to the premium share provisions set forth in this Agreement.

### **Full-time Employees (12-month and 10-month): Medical Coverage**

**Includes Levels 1 to 4; Educational Support Personnel Levels B to E**

**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**

**Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)**

- b. Following ninety (90) calendar days, all full-time twelve-month and full-time ten-month employees hired subsequent to July 1, 2007 will only be eligible to participate in a plan of benefits consistent with the plan of benefits provided in the Independence Blue Cross plan C2-F1-01.

### **Educational Support Personnel, Level A Defined as Paraprofessionals;**

**Instructional, Special Education, and Special Support**

**Employees (School year): Medical Coverage**

- c. Current Paraprofessionals who work 6.5 or more hours per day are eligible for single coverage under a plan of benefits consistent with the plan of benefits provided in the Independence Blue Cross plan C2-F1-01 with the ability to purchase additional coverage for eligible spouses or dependents at their own cost.

Beginning with the one-year anniversary date of employment, the School District shall pay 50% of the premium during the employee's first full year of employment following the effective date of this benefit;  
the School District shall pay 70% of the premium during the employee's second consecutive full year of employment following the effective date of this benefit;  
the School District shall pay 85% of the premium during the employee's third consecutive full year of employment following the effective date of this benefit;  
and the School District shall pay 100% (less applicable premium share set forth in the Agreement) of the premium during the employee's subsequent consecutive years of employment following the effective date of this benefit, subject to the premium share provisions set forth in this Agreement.

The employee's monthly premium share will be paid through payroll deduction.



**Educational Support Personnel, Level A Defined as Paraprofessionals;  
Instructional, Special Education, and Special Support  
Employees (School year): Medical Coverage**

- d. Paraprofessionals who receive health care benefits under this Agreement will not "Premium Share" under subsection "e" of this section until the 4th year of their employment.

Beginning with the one-year anniversary date of employment,  
the School District shall pay 50% of the premium during the employee's first full year of employment following ninety (90) calendar days;  
the School District shall pay 70% of the premium during the employee's second consecutive full year of employment;  
the School District shall pay 85% of the premium during the employee's third consecutive full year of employment;  
and the School District shall pay 100% (less applicable premium share set forth in this Agreement) of the premium during the employee's subsequent consecutive years of employment.

The employee's monthly premium share will be paid through payroll deduction.

<b>First (1st) Full Year of Employment</b>	<b>Second (2nd) Consecutive Full Year of Employment</b>	<b>Third (3rd) Consecutive Full Year of Employment</b>	<b>Fourth (4th) Consecutive Full Year of Employment</b>
District shall pay <b>50%</b> of the premium following effective date of benefits; Employee shall pay <b>50%</b> of the premium	District shall pay <b>70%</b> of the premium following effective date of benefits; Employee shall pay <b>30%</b> of the premium	District shall pay <b>85%</b> of the premium following effective date of benefits; Employee shall pay <b>15%</b> of the premium	District shall pay <b>100%</b> (less applicable premium share set forth in this Agreement) of the premium following effective date of benefits; Employee shall pay <b>monthly premium share</b> as defined in Section C.

- e. Premium Share

**Full-time Employees (12-month and 10-month): Premium share**  
Includes Levels 1 to 4; Educational Support Personnel Levels B to E  
Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar  
Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)

**Part-time Employees: Premium share – Based on a part-time proration formula**

# of hours worked divided by 32.5 hours (# of hours required for full benefit) = % (of full benefit) x premium share = premium share (\$ amount). Calculation can be prepared upon request by the Benefits Coordinator.

**Educational Support Personnel, Level A Defined as Paraprofessionals;**  
**Instructional, Special Education, and Special Support**  
**Employees (School year): Premium share during year 4 of employment and thereafter**

Notwithstanding any provision in this Agreement to the contrary, each Employee in the bargaining unit being provided with health insurance under this Agreement, shall contribute, through payroll deductions, towards premium in the amounts set forth as follows:

1. For the 2019-2020 fiscal year, premium share shall be in the amount of 7.0% of the premium cost for the annual medical plan.
  2. For the 2020-2021 fiscal year, premium share shall be in the amount of 7.0% of the premium cost for the annual medical plan.
  3. For the 2021-2022 fiscal year, premium share shall be in the amount of 7.0% of the premium cost for the annual medical plan.
  4. For the 2022-2023 fiscal year, premium share shall be in the amount of 7.0% of the premium cost for the annual medical plan.
  5. For the 2023-2024 fiscal year, premium share shall be in the amount of 7.5% of the premium cost for the annual medical plan.
  6. All premium share amounts shall be deducted through payroll deduction each pay period. "Salary" shall be defined as the gross wages paid for the pay period; provided, however, that the minimum amount of the premium share to be paid by the employee shall be based on the base annual wages whether the employee is actually paid that amount or not. For purposes of clarity, if the employee is paid less than the usual amount or nothing for any reason, including an unpaid leave, the employee must pay on a timely basis all premium pay or coverage will cease.
- f. Options for Provision of Plan of Benefits

The School District shall be deemed to have fulfilled its obligations under this Agreement if it obtains insurance, adopts a self-funded plan, or participates or joins in a pool or trust, which provides the "plan of benefits" defined in this Agreement. In the event that any benefit is denied by any applicable insurer, self-funded plan, pool or trust, the sole and exclusive remedy of the Employee or, if applicable, the spouse or dependent is to utilize the applicable appeal process set forth in the applicable insurance policy, self-funded insurance plan, pool or trust. So long as the School District has obtained insurance, adopted a self-funded plan, or participated in a pool or trust providing the benefits required, arbitration under this Agreement shall not be available with respect to any claim or grievance by any Employee (oneself, or the employee's spouse or dependent) for any benefit.



g. "Plan of Benefits" Defined

The term "plan of benefits" shall mean the particular benefits that are identified in this Agreement and shall not include any other feature or provision of the insurance policy, self-funded plan, pool or trust. The School District may provide benefits in excess of those identified in the applicable "plan of benefits." In the event that the School District provides benefits in excess of the required "plan of benefits," the School District may eliminate any excess benefits at any time, so long as the benefits provided meet the defined "plan of benefits".

h. Section 125 Plan

The School District shall provide a Section 125 Plan (including flexible spending account for medical and dependent care and premium contribution) which shall be subject to the terms, conditions, limitations and exclusions of applicable law. Said Section 125 Plan shall be implemented no later than July 1, 2008.

i. Prescription Benefits

**Full-time Employees (12-month and 10-month): Prescription Benefits**  
**Includes Levels 1 to 4; Educational Support Personnel Levels B to E**  
**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**  
**Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)**

Except for probationary employees who have yet to complete ninety (90) calendar days to be eligible for benefits, all current full-time twelve-month and full-time ten-month employees who are entitled to prescription coverage under the foregoing provisions of this Agreement, will receive single, dual or family prescription coverage at the rate of 5/15/35, with limits 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 will be limited to 6 tablets for a thirty (30) day supply.
2. Prescription Drugs related to the diagnosis and therapy of infertility problems will be limited to a lifetime benefit of \$5,000. Only medications filled after the contract settlement will be included in this calculation.
3. Prior authorization will be implemented for certain Medications to ensure Medications are being utilized for the FDA approved diagnosis.
4. Specialty Injectables will be limited to a thirty (30) day supply at the retail pharmacy and mail order facility.
5. Drug Quantity Management will be implemented to ensure that the number of pills dispensed agree with the FDA-approved dosing guidelines and medical literature.

6. Subject to the rules of availability, the Copay at the Retail Pharmacy will be for a thirty (30) day supply at the applicable copayment. The Copay through mail will be for a ninety (90) day supply at twice the applicable copayment.
7. Formularies are permitted to change as per the insurance carrier or plan.
8. Pre-authorization requirements, quantity limitations and frequency limitations are permitted to change.

**Part-time Employees: Prescription Benefits**

- j. Current part-time employees may participate in prescription coverage at a pro-rata rate. The pro-rata employee contribution is based on the number of hours worked per week as a percentage of thirty-five (35) hours. The employee's contribution will be made through payroll deduction.
1. Notwithstanding anything herein to the contrary, part-time employees in their first ninety (90) calendar days of employment shall not be eligible for any prescription benefits under this Agreement.

**Educational Support Personnel, Level A Defined as Paraprofessionals; Instructional, Special Education, and Special Support Employees (School year): Prescription Benefits**

2. Paraprofessionals may purchase prescription coverage at no cost to the District through payroll deduction after ninety (90) calendar days of employment.
- k. Medical Opt Out
1. The District will provide a plan offering a cash incentive on an annual basis to employees who opt to eliminate participation in the District's group healthcare plans, including 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 District 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. The annual cash incentive amount shall be prorated based on the employee's date of benefits eligibility which would start on the following first day of the month. The annual cash incentive for employees who opt to eliminate participation in the District's group healthcare plans, including medical, dental and prescription coverage shall be as follows:
 

\$2,500 per year during the period 7/1/2019 through 6/30/2024
  2. During Open Enrollment, an employee may elect to opt out of medical insurance coverage. In doing so, an employee may elect to be paid over 20 pays starting with the first pay in October, or to be paid in one lump sum in the last pay in May.

**Educational Support Personnel, Level A Defined as Paraprofessionals;  
Instructional, Special Education, and Special Support  
Employees (School year): Medical Opt Out — See Chart Below:**

<b>First (1st) Full Year of Employment</b>	<b>Second (2nd) Consecutive Full Year of Employment</b>	<b>Third (3rd) Consecutive Full Year of Employment</b>	<b>Fourth (4th) Consecutive Full Year of Employment</b>
Employee shall be entitled to <b>50%</b> of the \$2,500 Medical Opt Out option annual cash incentive amount following effective date of benefits, subject to proration	Employee shall be entitled to <b>70%</b> of the \$2,500 Medical Opt Out option annual cash incentive amount following effective date of benefits, subject to proration	Employee shall be entitled to <b>85%</b> of the \$2,500 Medical Opt Out option annual cash incentive amount following effective date of benefits, subject to proration	Employee shall be entitled to <b>100%</b> of the \$2,500 Medical Opt Out option annual cash incentive amount following effective date of benefits, subject to proration

**3. Vision**

**Full-time Employees (12-month and 10-month): Vision**

**Includes Levels 1 to 4; Educational Support Personnel Levels B to E**

**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**

**Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)**

- a. All full-time twelve-month and full-time ten-month employees will have available \$500 for the life of this Agreement to be used for vision care reimbursement. Eligible employees hired after the effective date of this Agreement, and after ninety (90) calendar days, will have available a pro-ration of the full benefit based on their term of employment during this Agreement as a percentage of five years.

**Part-time Employees: Vision**

- b. Part-time employees may participate for vision care reimbursement at a pro-rata rate. The pro-rata employee contribution is based on the number of hours worked per week as a percentage of thirty-five (35) hours. Eligible employees hired after the effective date of this Agreement, and after ninety (90) calendar days, will have available a pro-ration of the full benefit based on their term of employment during this Agreement as a percentage of five years.

# of hours worked divided by 32.5 hours (# of hours required for full benefit) = % (of full benefit) x \$125 (amount of vision reimbursement for the life of the contract for paraprofessionals) = vision benefit (\$ amount). Calculation can be prepared upon request by the Benefits Coordinator.

**Educational Support Personnel, Level A Defined as Paraprofessionals;  
Instructional, Special Education, and Special Support  
Employees (School year): Vision**

- c. Paraprofessionals will have available \$125 for the life of this Agreement to be used for vision care reimbursement. Eligible employees hired after the effective date of this Agreement, and after ninety (90) calendar days, will have available a pro-ration of the full benefit based on their term of employment during this Agreement as a percentage of five years.

4. Income Protection

**Full-time Employees (12-month and 10-month): Income Protection**  
**Includes Levels 1 to 4; Educational Support Personnel Levels B to E**  
**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**  
**Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)**

The School District agrees to pay the premium cost for an Income Protection Plan selected and approved by the School District for all full-time twelve month and full-time ten-month employees. The plan will provide coverage of sixty percent (60%) of salary up to a maximum of \$50,000 with benefits starting on the ninety-first (91st) calendar day of employment. In addition, employees may purchase only those supplemental short-term income protection plans available through the carrier selected by the School District.

5. Dental Coverage

**Full-time Employees (12-month and 10-month): Dental Coverage**  
**Includes Levels 1 to 4; Educational Support Personnel Levels B to E**  
**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**  
**Defined as Technology Staff (B, D, E), Staff Nurses (C), and VPC Specialist (D)**

The School District shall pay the premium cost (single, dual or family) for a basic dental insurance plan with a total annual benefit of \$2,000 selected and approved by the School District for all full-time twelve-month and full-time ten-month employees-with riders on a co-insurance basis, as follows: 75% - 25% Periodontics and Major Restorative/Crowns benefits and 50% - 50% Orthodontics and Prosthodontics. The employee's contribution may be made through payroll deduction. Employees hired subsequent to the ratification of the Agreement would receive healthcare and other benefits after ninety (90) calendar days.

**Part-time Employees: Dental Coverage**

Part-time employees may participate in dental insurance coverage at a pro-rata rate. The employee contribution is based on the number of hours worked per week as a percentage of thirty-five (35) hours. The employee's contribution may be made through payroll deduction. Employees hired subsequent to the ratification of the Agreement would receive healthcare and other benefits after ninety (90) calendar days.

**Educational Support Personnel, Level A Defined as Paraprofessionals;  
Instructional, Special Education, and Special Support  
Employees (School year): Dental Coverage**

Paraprofessionals may purchase dental coverage at no cost to the School District through payroll deduction.

**6. Retirement/Severance Bonus**

All bargaining unit members who retire from the School District under PSERS (Public School Employees' Retirement System), and who have fifteen (15) years or more of service with the School District, will be eligible for a lump sum retirement payment of 15% of their annual salary, not to exceed Seven Thousand Dollars (\$7,000). A retirement bonus will be paid into the employee's 403(b) plan.

**7. Excise Tax or Fee**

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 RESPA agree to address that issue as follows:

- a. The District shall notify RESPA by no later than January 1, 2017 (and any January 1st 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. RESPA and the District will have up to sixty (60) calendar days from the date of such notice to attempt to reach a 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 RESPA 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. Notwithstanding the foregoing, existing employee premium share shall apply on the same basis as the eliminated health benefit plan(s).

## **ARTICLE XIV**

### **PAID HOLIDAYS AND VACATIONS**

#### **1. Paid Holidays**

##### **Full-time Employees (12-month): Paid Holidays**

**Includes Levels 1 to 4; Educational Support Personnel Levels B, D, E**

**Defined as Secretaries, Specialists, Assistants, and Central Registrar**

**Defined as Technology Staff (B, D, E) and VPC Specialist (D)**

- a. All full-time twelve-month employees will receive thirteen (13) paid holidays according to the School District calendar as may be modified.

Fourth of July  
Labor Day  
Thanksgiving Day  
The Friday following Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Three (3) District assigned holidays

The above list may be revised as a result of the need to modify the calendar.

##### **Full-time Employees (10-month): Paid Holidays**

**Includes Levels 1 to 2; Educational Support Personnel Level C**

**Defined as Secretaries, Specialists, Assistants, Clerks, and Central Registrar**

**Defined as Staff Nurses (C)**

- b. Full-time ten-month secretarial/clerical and Educational Support Personnel Level C will receive only those twelve (12) paid holidays that fall within the school year according to the School District calendar as may be modified. A normal work year will include the following holidays:

Labor Day  
Thanksgiving Day  
The Friday following Thanksgiving Day  
Christmas Day  
New Year's Day



Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Three (3) District assigned holidays

The above list may be revised as a result of the need to modify the calendar.

- c. Part-time secretarial/clerical employees will receive seven (7) paid holidays according to the School District calendar as may be modified. A normal work year for part-time secretarial/clerical employees will include the following holidays:

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
President's Day  
Good Friday  
Memorial Day

The above list may be revised as a result of the need to modify the calendar.

- d. In order to be eligible for holiday pay, an employee must have worked the last scheduled day before the holiday and the first scheduled day after the holiday. This rule will not apply if a holiday falls within an employee's authorized vacation, or if the employee is off either day due to illness. In the case of illness, the employee must verify the employee's illness with a note from the employee's doctor in order to be eligible for holiday pay.

## 2. Work on Holidays

Employees who are eligible for pay for a holiday and who are required to work on such holiday shall receive their holiday pay plus payment at one-and-one-half (1-1/2) times their regular hourly rate for all work performed on the holiday.

## 3. Paid Vacations

- a. Employees shall receive paid vacations in accordance with their length of uninterrupted service as of July 1st:

### Full-time twelve-month employees

After 1 year - 10 days  
After 5 years - 15 days  
After 10 years - 20 days

### Part-time twelve-month employees

After 1 year - 7 days

After 5 years - 10 days

After 10 years - 14 days

- b. Vacations of all twelve-month employees shall be requested and scheduled subject to the approval of the employee's supervisor. Changes in vacation schedules, once established, will be made only upon approval of the employee's supervisor.
- c. For vacation purposes, length of service shall be calculated as of July 1st. 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.
- d. Any employee failing to give the School District at least ten (10) working days' notice prior to the effective date of one's resignation shall forfeit all paid vacation accumulated to the date of resignation. Further, any employee who is discharged shall forfeit all paid vacation accumulated as of the date of dismissal.
- e. A full-time twelve-month employee may carry over up to one year's allotment of vacation days into the next year. The days carried over must be exhausted by the end of the contract year into which they were carried, or they shall be lost without compensation to the employee.

## **ARTICLE XV**

### **SENIORITY**

#### 1. Seniority

Seniority is defined as the length of continuous service with the School District from the employee's most recent date of hire.

#### 2. Loss of Seniority

Seniority will be lost and employment will cease for any of the following reasons:

- a. If the employee voluntarily resigns.
- b. If the employee is discharged.
- c. If the employee is laid off for a period of eighteen (18) consecutive months.
- d. If the employee is recalled from layoff and fails to report for work within five (5) days of receipt of recall notice sent by certified mail.



### 3. Lay-Offs and Recalls

- a. In the event it is necessary to reduce the work force, lay-offs shall be made by seniority within a specific Level as established in Article IX when the employees are relatively equal with respect to their qualifications, skill and ability to do the available work in a satisfactory manner as determined by the supervisor of the positions affected.
- b. For those Technology Resource Personnel Level B employees hired prior to June 30, 2015, whether or not an employee has received Microsoft Certification shall not be considered as a qualification, skill, or ability for purposes of layoff or recall under this section.

### 4. Probationary Employees

- a. Probationary employees, in their first ninety (90) calendar days of employment, shall be afforded the same benefits under this agreement as seniority employees.
- b. For the first ninety (90) work days of employment, a newly hired employee shall be a probationary employee. During an employee's probationary period the employee may be terminated by the School District at its discretion. When an employee has successfully completed ninety (90) work days of employment the employee's seniority date will be the employee's date of hire.
- c. Probationary employees shall receive healthcare and other benefits after ninety (90) calendar days of employment.

## **ARTICLE XVI** **NO DISCRIMINATION**

It is the policy of the 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 bargaining unit members.

For information regarding civil rights and grievance procedure, contact the Director of Human Resources, 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 XVII**  
**NO STRIKE / NO LOCKOUT**

1. RESPA agrees that it shall not engage in any 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 RESPA participate in, authorize, assist or encourage any such strike during the life of this agreement. The School District agrees that it shall not conduct, or cause to be conducted, a lockout during the term of this agreement.
2. The School District reserves the right to take appropriate disciplinary action against any employee or employees who violate the provisions of this Article.

**ARTICLE XVIII**  
**MEET AND DISCUSS**

During the period following ratification of this Agreement, the School District and RESPA agree to meet and discuss at the request of either party pursuant to the provisions of Act 195.

**ARTICLE XIX**  
**GRIEVANCE PROCEDURE**

1. Definitions

A "grievance" shall be defined as a dispute arising between a member or members of the bargaining unit and the employer out of the interpretation of *an* express provision or provisions of this Agreement.

2. General Principles

- a. 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.
- b. Time limits may be extended by mutual consent of the parties.
- c. In the event any employee or RESPA 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.

### 3. Procedure:

Grievances shall be processed as follows:

#### a. Informal

As soon as the grievant becomes aware of the occurrence giving rise to the grievance, the employee shall discuss the matter orally with the appropriate supervisor, with the objective of resolving the matter informally.

#### b. Step One

In the event the grievance is not resolved informally as provided above, the grievance shall be submitted in writing to the 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 the district's decision, in writing, to the grievant and to the RESPA President, within ten (10) work days.

#### c. 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 designee. The Superintendent or designee shall hold such meetings as are deemed desirable, and shall reply, in writing, to the grievant and to the RESPA President, within ten (10) work days.

#### d. 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 and a decision, in writing, shall be rendered to the grievant and to the RESPA President, by the Board within thirty (30) calendar days.

#### e. Step Four

If the action in Step Three above fails to resolve the grievance, the grievance may be referred by RESPA 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 Superintendent or legal counsel for the School District, with a copy to the Secretary of the Board. No grievant(s) may submit a grievance to arbitration without the approval of RESPA.

4. Each case shall be considered on its merits, and the collective bargaining 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 the decision in writing within thirty (30) calendar days of the date of the hearing unless otherwise mutually agreed by the parties.

RADNOR EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, PSEA/NEA

RADNOR TOWNSHIP SCHOOL DISTRICT

By: Stephanie Avene

By: Susan Stern, President

By: Stacie W. Luthul

By: Michelle A. Dickson

Date: 3/24/2021

Date: 3/24/2021

RADNOR TOWNSHIP SCHOOL DISTRICT  
Wayne, PA 19087

MEMORANDUM OF UNDERSTANDING

1. Carry over of vacation days:

Bargaining unit employees who have accrued vacation days carried over from prior contract years will be required to exhaust these days by June 30, 2000 as projected to the employees by memo on 11/11/97 and 3/19/98.

Bargaining unit employees are allotted vacation time annually as defined by the collective bargaining agreement. This time is credited to employee vacation accounts on July 1, the first day of the contract year, and is to be used between this date and the following June 30, the last day of the contract year.

Employees wishing to carry over some or all of the allotted days into the next contract year must submit a written request to their supervisor by January 1 of the current contract year. The supervisor will provide written approval to both the employee and to the personnel office. The days thus carried over must be exhausted by the end to the contract year into which they were carried, or they will be lost without compensation to the employee.

Employees who leave service will be paid for no more than twenty accrued vacation days.

2. Newly established position:

Effective July 1, 1999, the position of Network Technician has been created to meet the evolving needs of the district's computer networks. This position is recognized as part of the bargaining unit of the Radnor Educational Support Personnel Association. Based on the attached job description this position will be included in a new level, Level 4, of the Educational Support Personnel and will be subject to all the terms and conditions of employment relative to this level. The compensation of this position for the 1999-2000 contract year will be at the rate of \$20.80 per hour. Thereafter the negotiated increases in hourly compensation will apply to the rate of pay in subsequent years. ✓

Mary Geiger  
RTSD Signature

9-22-99  
Date

Mary E. Price  
RESPA Signature

9-22-99  
Date

## **APPENDIX A**

### **RADNOR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (“RESPA”)**

#### **SICK LEAVE BANK AND BANK REGULATIONS**

Sick Leave Bank and Bank Regulations – will provide as follows:

1. Membership in the RESPA Sick Leave Bank shall be voluntary and shall not be initially put into effect unless fifty-five percent (55%) of the Collective Bargaining Unit Members choose to join. In the event that fifty-five percent (55%) Membership cannot be obtained by May 15, 2021 the parties (the District and the Association) will meet and discuss possible modifications of these regulations.

2. Initial applications for RESPA Sick Leave Bank Membership will be submitted to the Radnor Educational Support Personnel Association Sick Leave Bank Committee contact person in writing. After the Bank is put into effect initially, RESPA Employees may join only upon completing and submitting a RESPA Sick Leave Bank Form to the Sick Leave Bank Committee contact person between May 1st and June 15th of the year preceding their Membership. Newly hired Employees may join no later than 100 days after their first reported workday.

3. Charter Sick Leave Bank Members, defined as initial Employees who join, will contribute one (1) accumulated day of sick leave to the Bank. Except as otherwise provided in these regulations, an additional contribution of one (1) day shall be of all Members at the beginning of the second year and each subsequent year of Bank operation. Members joining in subsequent years will be required to contribute one (1) day for each year that the Bank has been in operation, except newly hired Employees who would need to contribute only one (1) day.

4. Contributed days shall remain in the Bank and may not be withdrawn for any individual reason. If Membership in the Bank falls below forty percent (40%), Bank operation shall be suspended. At the time of suspension, those receiving Bank benefits will continue to receive them up to maximum withdrawal. The parties shall, at the request of either, meet and discuss concerning possible modification of these regulations.

5. Contributed days shall remain in the Bank and may not be withdrawn. In the event contributed days become depleted during the operation of the Bank, the Sick Leave Bank Committee may, at its discretion, assess further contributions against its Members or suspend operation of the Bank until the beginning of the next school year. Upon reassessment, members must contribute the required number of days(s). If a member fails to contribute the day(s), the member will be removed from the Sick Leave Bank.

6. Bank benefits shall be available to any Member under the conditions set forth in these regulations for illness or disability normally covered by sick leave. Bank benefits shall not be available to Employees on child rearing leave or other long-term leaves of absence and other unpaid leaves of absence unrelated to one's own health.

7. Initial withdrawal of Bank Benefits shall not commence until a Member has exhausted all of one's accumulated sick leave and \*\*\* (see chart below) additional days of absence have been suffered without pay. If the loss of days is not consecutive, \*\*\* (see chart below) days of absence without pay is required prior to eligibility for withdrawal.

	First Illness – Unpaid Days	Nonconsecutive Illness – Unpaid Days
Full-Time 12 Months	Five (5)	Twelve (12)
Full-Time 10 Months	Five (5)	Eight (8)
Paras	Three (3)	Four (4)
Part-Time Paras	One (1)	Two (2)

8. The Sick Leave Bank Committee shall consist of two (2) Members of the Collective Bargaining Unit, selected by the RESPA, and two (2) Members of the School District Administration or Board, selected by the Superintendent or the Board. The Sick Leave Bank Committee shall grant requests for withdrawal of benefits from the Bank where they determine the requesting Member meets the qualifications of the Bank regulations.

9. Maximum withdrawal in subsequent years of Membership for each Employee shall be increased by ten (10) less the number of days sick leave taken by the Employee in the previous school year. In any event, maximum withdrawal shall be increased by one (1) day if an additional day is contributed and shall continue to be limited to one hundred (100) days of sick leave. For members who receive sick bank days, an explanation of how the eligible days were calculated will be provided by the Sick Leave Bank Committee.

10. The Sick Leave Bank Committee may require of any Employee using the Bank benefits a doctor's report, examination by a physician, progress reports on any illness, or such other steps as may be reasonably necessary to protect the integrity of the Bank and prevent abuse of its benefits. The Board retains its rights to require a statement from a physician or other practitioner prior to payment of sick leave, whether or not payable out of Bank benefits.

11. If the Bank accumulates five hundred (500) days as of September 1st of any year, further donations may be waived except for newly joining Members.

12. If relevant portions of this Sick Leave Bank are declared illegal or in violation of the School Code or other applicable statutes by an Appellate Court of last resort or other Court of competent jurisdiction, the Bank shall forthwith be dissolved or mutually amended to conform with such decisions. In the event of dissolution, the days shall be returned pro rata to the Members. On request of the RESPA, the parties will meet and discuss concerning implementation of a new Sick Leave Bank complying with the legal requirements of such decision or opinion.

13. Effective July 1, 2024, Bank operation shall be suspended at the end of the school year in the event of substantially increased use of accumulated sick leave benefits among members of the Bank. An increased incidence of sick leave absence by the Members in excess of twenty (20%) over averages per year since 2023-2024 levels shall, in the absence of an epidemic or pandemic or other discernible cause, be deemed conclusive evidence justifying each suspension. In the event of a suspension of Bank operation under the provisions of this section, the parties shall meet and discuss concerning appropriate modifications of these regulations to allow renewed operation of the Bank.



14. At the discretion of the Sick Leave Bank Committee, any individual Member of the Bank may be permitted to donate sick days from one's own accumulated sick leave to any other Bank Member who has exhausted one's own sick leave and utilized one's maximum withdrawal from the Bank. To provide for accurate record keeping by the District, all such transactions must be approved and documented in writing, via the RESPA Sick Leave Bank Form, by the Sick Leave Bank Committee prior to the donation. Such donated days may not be subsequently repaid to the donor by the recipient. The maximum donation allowable by any one Employee, who is actively employed by the District, shall be two (2) days per year. The maximum donation receivable by any one individual for any one illness shall be fifty (50) days. Employees who retire prior to June 29, 2024, may donate accumulated sick days to the Bank. However, the total maximum donation by all employees retiring will be capped at 200 total days.

15. All records pertaining to operation of the Bank shall be maintained by the Sick Leave Bank Committee. Costs, if any, of such maintenance of records in excess of \$25.00 per year shall be shared equally by the Board and the RESPA and shall be approved by a majority of the Sick Leave Bank Committee.