

AGREEMENT

Between the

THE BOARD OF SCHOOL DIRECTORS

**THE RADNOR TOWNSHIP
SCHOOL DISTRICT**

and

**THE RADNOR MAINTENANCE
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

July 1, 2022 - June 30, 2025

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

AND

**THE RADNOR MAINTENANCE EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

ARTICLE 1 RECOGNITION

- A. The School District of Radnor Township (hereinafter called the employer) recognizes the Radnor Maintenance Educational Support Personnel Association, PSEA/NEA (hereinafter called the Union) as the exclusive bargaining unit as certified by the Pennsylvania Labor Relations Board in Case No, PERA-R-187-E dated May 21, 1997, under the conditions and limitations of the Pennsylvania Public Employee 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.
- C. The term "employee" when used in this Agreement refers only to those persons falling within the classifications of the certification referred to in Section A of this Article. The employer reserves the right to solely determine the number of employees within each classification throughout the term of this Agreement.

ARTICLE 2 DEFINITIONS

- A. The term "employer" 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. The term "District" as used also refers to the employer.
- B. The term "employee" as used in this Agreement shall mean maintenance personnel regularly scheduled to work eight (8) hours per day, five (5) consecutive days per week.
- C. The term "shop steward" as used in the Agreement, refers to the Maintenance employee elected by the union members to represent them in Union/District matters.
- D. The term "probationary employee" as used in this Agreement shall mean a newly appointed employee of the District, during the first ninety (90) calendar days. During such probationary period, the District shall have the sole discretion to discharge with or without cause. Thereafter, the District shall only discipline or discharge for cause.

ARTICLE 3 COMPENSATION

- A. During the term of this Agreement, the maintenance personnel will receive an hourly rate increase as follows:

2022 — 2023	3.0%
2023 — 2024	3.0%
2024 — 2025	3.0%

- B. An employee who is temporarily reassigned in place of an absent employee into a position that is more highly compensated than his/her own position, and who performs satisfactorily in that position for more than three consecutive days, will be compensated at the probationary rate for that position or at the employee's current rate, whichever is greater, for ninety days starting with the fourth day of service, and thereafter will be compensated at the full rate for satisfactory performance in the position.

- C. During the term of the Agreement, the maintenance personnel will receive retention payments as follows:

- \$500 lump sum payment paid in the last pay in July 2022 and \$500 deposited as an employer contribution to the employee's 403(b) program in July 2022.
- \$500 lump sum payment paid in the last pay in July 2023 and \$500 deposited as an employer contribution to the employee's 403(b) program in July 2023.
- \$500 lump sum payment paid in the last pay in July 2024 and \$500 deposited as an employer contribution to the employee's 403(b) program in July 2024.
- Maintenance personnel are eligible to receive retention payments herein if they are employed on the date of the payment.

ARTICLE 4 PAY PERIODS

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

ARTICLE 5 HOURS

- A. Days of work will be as approved by the School Board, or as set forth in the work schedule promulgated by the Administration.
- B. The starting times for all employees who report to the Director of Transportation, or who are assigned special work schedules, will be no earlier than 6 A.M. or later than 9:30 A.M., in accordance with a posted schedule. Any special work schedules shall provide for eight (8) continuous hours of work, exclusive of an unpaid meal period, between the hours of 6:00 A.M. and 6:00 P.M., during a normal workweek of Monday through Friday.
- C. Except from the last day of the regular school year to the commencement of the next ensuing school year, the normal workday for all other employees shall be as follows: 7:30

A.M. to 4:00 P.M with a half-hour duty-free lunch period for employees in the Elementary Schools; 6:30 A.M. to 3:00 P.M with a half-hour duty-free lunch period for employees in Radnor Middle School; 7:00 A.M to 3:30 P.M. with a half-hour duty-free lunch period for employees in Radnor High School and District-wide staff. From the last day of the regular school year to the commencement of the next ensuing school year, the normal workday shall be from 6:00 A.M. to 4:00 P.M. for 10-hour employees and shall be from 6:30 A.M. to 2:30 P.M. for 8-hour employees, except as otherwise provided herein. During such period, employees may elect to work a 10-hour day or an 8-hour day, except that if all employees elect to work an 8-hour day then the least senior employee shall be assigned to work 8:00 A.M. to 4:00 P.M. The normal workweek starts Monday and ends Friday.

- D. The employer 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 anytime. In the event that a modification results in the elimination of a position, the employee to be eliminated shall be given two (2) weeks' notice thereof. In designating employees to be released, the employer shall select such employees in accordance with the Layoff and Recall provisions of this Agreement.
- E. Employees shall be allowed an unpaid meal period during the work shift, which shall not be less than thirty (30) minutes, the unpaid meal period shall include any travel time to and from the job site.

ARTICLE 6 ABSENCE AND LATENESS

In all cases of absence or lateness, the Director of Operations and/or Director of Transportation, or his/her designee, shall be notified not later than one-half (1/2) hour before the employee's scheduled starting time of the day of the proposed absence or lateness. Requests to be excused are to be directed to the Director of Operations and/or Director of Transportation, or his/her designee, who will accept or reject them and determine whether or not there is to be a loss of pay, such determination to be subject to review by the Director of Human Resources. In no case will excused absence or excused lateness be held against an employee's record.

ARTICLE 7 OVERTIME

- A. Employees may be requested to work overtime at the sole discretion of the employer. No overtime shall be worked except as authorized by the employer.
- B. Employees 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 times (1.5x) their base rate of pay.
- C. Employees required to perform work on Sunday shall be compensated at the rate of two (2) times their base rate of pay.
- D. When authorized and directed by the District, employees will be compensated \$60 per weekend for on-call coverage.

- E. There shall be no duplication or pyramiding of any premium pay provided under this Article or any other Article of this Agreement. Payment of overtime rates as provided in this Article shall be in lieu of payment of any other differential or premium rate provided in this Agreement.
- F. On days when the District is closed (A-days) and RMESPA members are required to report to work for their regular shift, they will receive one (1) "Floating Holiday". This Floating Holiday must be used by the end of that school year. This paragraph shall not apply to the two (2) days per fiscal year provided in Paragraph G herein.
- G. On days when school for students is virtual due to a weather related event and RMESPA members are required to report to work for their regular shift, they will be compensated at the rate of one and one-half times (1.5x) their base rate of pay on up to two (2) days per fiscal year. Any subsequent such days per fiscal year will be compensated at the regular base rate of pay and will be considered A-days pursuant to Paragraph F herein.

ARTICLE 8 CALL TIME

In the event an employee is called by the District from his home to a place of employment for overtime work, the District agrees to pay him a minimum sum equivalent to at least three (3) hours overtime pay, whether or not actually worked, if he reports for such work.

ARTICLE 9 RETIREMENT BONUS

- A. Maintenance personnel who are employed by the district, in the bargaining unit as of June 1, 2013, who retire from the Radnor Township School District under PSERS, and who have 10 years of service with the Radnor Township School District, will be eligible for a lump sum retirement payment of 18% of their annual salary, not to exceed \$9,000. Any member hired into the bargaining unit after June 1, 2013, is not eligible for this bonus.
- B. The District shall agree to deposit funds 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 occurred.

ARTICLE 10 RETIREMENT TERMINATION BENEFIT

- A. Each full-time bargaining unit member who retires under the provisions of the Public School Employee's Retirement System with fifteen (15) or more years of service in the Radnor Township 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.

- B. The District shall agree to deposit funds 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 11 RETIREMENT SAVINGS PLAN

Each year of the agreement, for employees hired prior to June 30, 2017, the School District shall make a mandatory employer contribution to each bargaining unit member's 403(b) program equal to one percent (1%) of the employee's annual base salary and the School District shall make an additional contribution to the bargaining unit member's 403(b) program equal to the contribution made by the employee up to one percent (1%) of the employee's base salary. For all employees hired after July 1, 2017, the School District shall make a contribution to the bargaining unit member's 403(b) program equal to the contribution made by the employee up to two percent (2%) of the employee's base salary.

ARTICLE 12 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 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 13 DUES DEDUCTION

- A. The District shall deduct from the pay of each member of the Union, provided written authorization from each member so subject to deduction is furnished to the District, dues in the amount established by the Union's Constitution and By-Laws. The Board shall transmit to the Union all monies withheld by the last day of the succeeding month after such deductions are made.
- B. The Union 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 of such provision.

ARTICLE 14 MAINTENANCE OF MEMBERSHIP

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall maintain his membership in the Union during active employment with the District, provided that such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

ARTICLE 15 HOLIDAYS

- A. Employees in the bargaining unit shall be granted thirteen (13) holidays off with eight (8) hours straight time pay. The holidays shall be scheduled in accordance with the School Calendar, but shall normally include the following:

Fourth of July Memorial Day

Thanksgiving Day and the following Friday

Christmas Day

New Years Day

Martin Luther King Day

Presidents' Day

Good Friday

Labor Day

Three other days scheduled in accordance with the school calendar

* During the term of this Agreement, at the sole discretion of the District, a floating holiday will replace Presidents' Day as one of the scheduled holidays.

- B. Employees in the bargaining unit shall be granted an additional holiday on June 19th, provided it is scheduled as a holiday in the School Calendar and falls on Monday through Friday in a given year.
- C. When an employee is required to work on one of the above holidays, he/she shall be paid at a rate commensurate with one full day at his/her straight time, plus two (2) times his/her straight time rate for all overtime hours worked.
- D. 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.
- E. When a holiday listed in Section A falls on a Saturday or Sunday, it will be celebrated on the preceding Friday or the following Monday, as scheduled in the School Calendar.

ARTICLE 16 VACATIONS

- A. Each employee in the bargaining unit covered by this Agreement who shall have been employed by the District for two or more months shall be granted time off with pay of forty (40) hours for each week of vacation, or pro rata part thereof, determined as follows:

Length of Uninterrupted Service as of July 1st**Vacation Time**

2 months to 1 year

One day for each month worked after the first day of employment, but not to exceed two weeks, on the basis of a five day week

1 year or more

Two (2) weeks

5 years or more

Three (3) weeks

10 years or more

Four (4) weeks

- B. Any member of the bargaining unit hired between July 1, 2006, and June 30, 2010, will receive their appropriate vacation time based upon the 2006-2010 collective bargaining agreement for their next scheduled increase. From that point forward each member of the bargaining unit will be on the above mentioned schedule.
- C. 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 employer shall have the right to limit the number of employees on vacation at the same time. The employee who submits his/her vacation request at the earliest time shall be given preference in his/her selection of vacation period in the event of any conflict in selection.
- D. 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 and shall be subject to District approval.
- E. 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.
- F. Earned annual vacation time may be used in the year as it is earned or carried forward into the following contract year. Vacation days not taken by the end of the year following the one in which they are earned will be forfeited.
- G. Employees who leave service will be paid for no more than four weeks of accrued vacation time. The District shall agree to deposit funds as an 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 employee no later than two and one-half months after the end of the year in which the severance/retirement occurred.

ARTICLE 17 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 may be entitled for a period not to exceed the amount of his 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, cumulative without limit. Cumulative sick leave is calculated from the time of first employment with days of paid sick leave subtracted therefrom.
- B. The employer reserves the right to require a doctor's certificate for any absence due to illness of a duration of three (3) days or more.

ARTICLE 18 BEREAVEMENT LEAVE

- A. Whenever an employee shall be absent from duty because of 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 shall be absent from duty because of the death of employee's son-in-law or daughter-in-law, there shall be no deduction in pay for such absences not in excess of three (3) working days.
- C. Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the pay of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

ARTICLE 19 PERSONAL LEAVE

- A. Employees shall be entitled to two (2) days of personal leave annually during each year of this Agreement.
- B. Employees requesting personal leave shall make application for such leave with the Director of Operations and/or Director of Transportation, or his/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 Director of Human Resources, or his/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 written application for leave at the earliest time.

- E. This leave shall not be granted the day before or the day after a holiday.

ARTICLE 20 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 21 EXTENDED LEAVE 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 Human Resources 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.

ARTICLE 22 MEDICAL INSURANCE

The District shall pay the premium cost for specified Medical and Prescription plans listed below with adjustments and exceptions as stated:

- A. Medical for all employees shall be the Delaware County Health Trust C2F101 plan.
- B. Employees electing medical coverage will pay a premium share percentage as set forth below:
- | | | |
|---|-----------|-------------------------|
| • | 2022-2023 | 8.1% of medical premium |
| • | 2023-2024 | 8.2% of medical premium |
| • | 2024-2025 | 8.3% of medical premium |
- C. Health Care Benefits Buy-Out Option
1. The District will provide a plan offering a cash incentive of \$3,000 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. Compliance with ACA.

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 IRS 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) 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 Union agree to address that issue as follows:
 - a. The District shall notify Union by no later than January 1, 2018 (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. Union 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 Union 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 plans 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 23 PRESCRIPTION DRUG INSURANCE

The District shall pay for and provide prescription drug insurance to bargaining unit members in accordance with the applicable Delaware County Health Trust plan.

ARTICLE 24 LIFE INSURANCE

The District shall pay for and provide group term life insurance coverage in the amount of \$50,000 for each employee during the term of this Agreement.

ARTICLE 25 INCOME PROTECTION INSURANCE

The District agrees to pay the premium cost for an Income Protection Plan selected and approved by the District for all members of the bargaining unit. The plan will provide coverage of sixty (60%) of salary up to a maximum salary of \$50,000 (\$2,500 per month) with benefits starting on the 91st day. In addition, Employees may purchase supplementary income protection plans at their cost as may be allowed by the District's insurer, through payroll deduction.

ARTICLE 26 WORKER'S COMPENSATION

- A. Maintenance personnel who are employed by the district, in the bargaining unit as of June 1, 2013, who are unable to work because of a work-related and compensable injury may apply for worker's compensation. The District shall pay, during the term of this Agreement, to each employee unable to work because of a work-related and compensable injury resulting in disability, the difference, if any, between what he shall receive from worker's compensation, what he shall receive under his income protection insurance coverage under the District's plan, and also social security and all other applicable disability benefits, and the amount of his regular straight time pay, during the period of his entitlement to worker's compensation, but in no event exceeding a period of twelve (12) months. During any period of an employee's disability resulting from a work-related and compensable injury, the payments by the District, set forth hereinabove, if any, shall not be reduced by sick pay nor shall an employee's accumulation of sick pay be reduced; providing, however, that sick pay may be taken at the expiration of twelve (12) months to the extent of any sick pay accumulation if the employee's disability continues thereafter. Further, should an employee have elected and paid for additional income protection insurance coverage under the District plan, any benefits received by him from such additional coverage shall not reduce the amount of payments, if any, payable to such employee by District, as set forth hereinabove. Any member hired into the bargaining unit after June 1, 2013, is not eligible for this benefit.
- B. Any member hired into the bargaining unit after June 1, 2013, who is absent due to injury or illness, which is determined to be compensable under Worker's Compensation, will be charged 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 27 MEDICAL EXAMINATIONS

- A. The costs of all medical examinations required by the Commonwealth or the District shall be borne by the District where the examination is made by or at the direction of the District or the District physician.
- B. Employees shall be notified as soon as it is known they are physically or mentally unable or unfit to perform their regular duties. The District shall endeavor to assign such employees, at the appropriate rate of pay, to some other available position in the District, 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 separation and may be restored by the District to his former position in the event, upon medical reexamination and such other re-examinations as may be required by the District, he is able to establish to the satisfaction of the Administration that he is fully physically and mentally capable of performing the duties of his former employment. The employee shall bear the cost of all such reexaminations.

ARTICLE 28 DENTAL INSURANCE

The District shall pay the premium cost (single, dual or family) for a basic dental insurance plan selected and approved by the District for members of the bargaining unit with riders on a coinsurance basis, as follows; 75%-25% Periodontics and Major Restorative/Crowns benefits and 50%-50% Orthodontics and Prosthodontics benefits and a cap of \$1,000/2,000 per family member per year during the life of the contract. Orthodontics has a lifetime cap of \$1,000 per dependent up to age 19.

ARTICLE 29 VISION REIMBURSEMENT

- A. The District shall provide reimbursement for approvable expenses to a bargaining unit member or on behalf of the bargaining unit member and/or his/her dependents on account of approvable expenses for vision care incurred for up to \$125.00 per member for each year of the Agreement.
- B. The following expenses shall not be approvable expenses of the Plan: the cost of non-prescription 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 30 GRIEVANCE PROCEDURE

- A. 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 a provision or provisions of this Agreement.

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 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:

Informal: As soon as the grievant becomes aware of the occurrence giving rise to the grievance, he shall discuss the matter orally with the appropriate supervisor, accompanied by the Shop Steward, with the objective of resolving the matter informally.

Step One: In the event the grievance is not resolved informally as provided above, the grievance shall be submitted in writing to the Director of Human Resources 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 Director of Human Resources shall hold such meetings as deemed desirable, and shall report a decision, in writing, to the grievant and to the Union President and Shop Steward, within ten (10) workdays,

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) workdays of the written decision at Step One to the Superintendent or his designee. The Superintendent or his designee shall hold such meetings as are deemed desirable, and shall reply, in writing, to the grievant and to the Union President and Shop Steward, within ten (10) work days.

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 Union President and Shop Steward, by the Board within thirty (30) calendar days.

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.

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 his decision in writing within thirty (30) days of the date of the hearing unless otherwise mutually agreed by the parties.

ARTICLE 31 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 employer;
 - 2. Having been laid off he fails to report to the employer 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 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 32 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 Human Resources to fill such vacancy.

- C. Upon notifying the bargaining unit of said vacancy, the District shall interview any qualified bargaining unit member who has notified the District in writing of their interest in the vacancy, before interviewing personnel outside of the bargaining unit.

ARTICLE 33 LAYOFF AND RECALLS

Employees shall be furloughed or laid off on the basis of their seniority in the bargaining unit, Where seniority is equal, employees will be furloughed or laid off with respect to their job qualifications, skills and ability to complete work in a satisfactory manner as determined by the appropriate representative of the School District, In the event of a recall, the last employee furloughed, shall be the first recalled. The District shall have sole discretion related to an employee's furlough or layoff.

ARTICLE 34 ASSIGNMENTS AND TRANSFERS

- A. Employees who wish to initiate requests for transfer must do so in writing through appropriate channels. However, an employee may be assigned or transferred to any position in the District on any shift to do the work the employee's qualifications permit. Such assignments may include maintenance work and it shall be the duty of all men to perform maintenance work assigned to them in a businesslike manner. The following maintenance jobs may be assigned to an employee qualified to perform such jobs, and may be of any nature:

1. Plumbing
2. Boilers
3. Electrical
4. Carpentry
5. Floors
6. Renovating
7. Groundskeeping
8. Ditch digging
9. Plastering
10. Bricklaying
11. Lining of fields for sports programs
12. Driving of truck for supplies and elsewhere
13. Custodial work

14. Painting
 15. Punching of flues
 16. Cleaning of breechings
 17. Any job that is necessary to facilitate the use of buildings, grounds and motor equipment for the general welfare of the school children.
- B. It is also understood that such assignments may include the position of principal's aide or driver, provided that the employee is qualified to perform the work.

ARTICLE 35 EMPLOYEE EVALUATIONS

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

ARTICLE 36 TRAINING PROGRAM

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

The District will reimburse maintenance personnel for the tuition cost of approved, job-related courses chosen by the employee and approved by the supervisor, up to a maximum of \$500 per employee per year.

ARTICLE 37 WORK CLOTHES

The District agrees to provide each employee with work clothes and shoes at a value of \$200 per year. Clothing with Radnor Township School District Logo's that is required to be worn will be provided to the employees at no charge.

ARTICLE 38 JURY DUTY

- A. An employee required to serve on jury duty shall promptly notify District, and in the further event that employee shall be unable to secure, after application made therefore, a court release from such jury duty by reason of his employment with District so that said employee shall be required to serve such jury duty, District agrees to pay such employee the difference between the amount he shall receive as a juror during the time he is so serving, and the amount he 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 day or more, the employee shall return to the District and assume his regular duties during the period he is so excused.

ARTICLE 39 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 40 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 Director of Operations and/or Director of Transportation, none of which shall interfere with the duties or functions of any employee or school program.

ARTICLE 41 UNION REPRESENTATION

At the request of any employee, the Union Shop Steward will be afforded the opportunity to be present when the employee is reprimanded or disciplined by the Director of Operations and/or Director of Transportation.

ARTICLE 42 MEETINGS AT WORK LOCATION

Upon three (3) days' notice to the School Business Administrator's office, the Shop Steward 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 43 NO STRIKE

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

ARTICLE 44 MANAGEMENT RIGHTS

- A. The employer hereby reserves to itself the authority conferred upon it by law. Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.

- B. It is understood and agreed that the employer, 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 employer, 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 employer in violation of the express provisions of this Agreement.
- C. Matters of inherent managerial policy are reserved exclusively to the employer, These include but shall not be limited to such areas of discretion or policy as the functions and programs of the employer, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.
- D. 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 employer in the past.

ARTICLE 45 INDUSTRIAL RELATIONS COMMITTEE

- A. The employer and the Union shall each select representatives to a joint Industrial Relations Committee which shall meet from time to time at the request of either party to review topics of concern to either party.
- B. Meetings of the Industrial Relations Committee shall be conducted in accordance with the meet and discuss provisions of the Public Employee Relations Act (Act 195).

ARTICLE 46 NO DISCRIMINATION

The provisions of this Agreement shall be applied without discrimination against any employee on the basis of race, creed, sex, color, national origin, or membership activity in the Union. The Union will admit into the Union and represent all employees covered by this Agreement without discrimination.

ARTICLE 47 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 48 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 49 WAIVERS

The employer and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire Agreement between the parties for the duration of the life of this Agreement; each part waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

ARTICLE 50 CONSTRUCTION

The employer 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 51 GENERAL PROVISIONS

This Agreement shall be construed under, and be subject to, the provisions of the Public Employee Relations Act of July 23, 1970, Act No. 195, with which both parties agree to comply faithfully, as well as to the terms and provisions of the Pennsylvania School Code and all other applicable laws. All matters not otherwise provided for in this Agreement shall be controlled and governed by the foregoing Acts of Assembly and other applicable laws, and any terms hereof in conflict therewith shall be null and void.


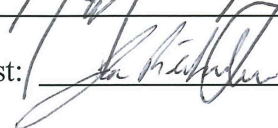
ARTICLE 52 DURATION

This Agreement and the terms and provisions hereof, except as expressly provided in this Agreement, shall take effect as of July 1, 2022 and shall remain in full force and effect during the three (3) year term hereof, namely, July 1, 2022 until June 30, 2025.

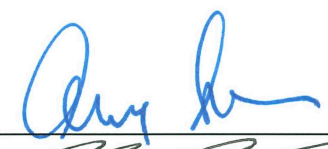

ARTICLE 53 SUCCESSORS

This Agreement contains the entire understanding between the parties thereto, is not conditioned upon any prior or contemporaneous oral inducing promises or representations, and shall not be altered, amended or reformed other than in writing duly signed by all of the parties hereto. This Agreement shall be binding upon and shall inure to the successors and assigns of the parties hereto.

RADNOR MAINTENANCE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION,
PSEA/NEA

By:  President
Attest: 
Attest: _____
Date: 3/21/2023

BOARD OF SCHOOL DIRECTORS OF THE RADNOR TOWNSHIP SCHOOL DISTRICT

By:  President
Attest:  Secretary
Date: 5/4/23

APPENDIX A
Salary Schedule

Job Category	2022-2023	2023-2024	2024-2025
Working Supervisor	\$45.42	\$46.78	\$48.18
Skilled Employees	\$41.24	\$42.48	\$43.75
Bus Mechanics	\$41.24	\$42.48	\$43.75
General Maintenance	\$37.30	\$38.42	\$39.57
Middle & High School Building Maintenance	\$37.30	\$38.42	\$39.57
Elementary School Building Maintenance	\$34.04	\$35.06	\$36.11
Courier	\$23.86	\$24.58	\$25.31
Maintenance Helper	\$19.78	\$20.37	\$20.98
Transportation Helper	\$23.86	\$24.58	\$25.31

Employees hired after July 1, 2017, will be paid according to the following wage implementation schedule:

Starting wage implementation for new employees effective July 1, 2017:

1. Year one of employment = 90% of current rate
2. Year two of employment = 92% of current rate
3. Year three of employment = 94% of current rate
4. Year four of employment = 96% of current rate
5. Year five of employment = 98% of current rate
6. Year six of employment = 100% of current rate

Starting wage implementation for new Skilled Employees effective July 1, 2022:

1. Year one of employment = 93% of current rate
2. Year two of employment = 96% of current rate
3. Year three of employment = 100% of current rate