

Tredyffrin/Easttown School District
Tredyffrin/Easttown Non-Instructional Group

TENIG
ESPA PSEA NEA

Educational Support Personnel
Collective Bargaining Agreement
July 1, 2009 - June 30, 2014

ARTICLE 1 CONTRACT SECURITY

1.1 Recognition

1.1.1 The Tredyffrin/Easttown School District (hereinafter "Employer") recognizes Tredyffrin/Easttown Non-Instructional Group, ESP-PSEA-NEA (hereinafter "Association") as the exclusive representative for all full-time and regular part-time employees (excluding substitutes and temporary employees) in the Bargaining Unit ("Bargaining Unit") certified by the Pennsylvania Labor Relations Board, in case number PERA-R-2102-G as amended for the purpose of collective bargaining on all matters with respect to wages, hours, and other terms and conditions of employment.

1.2 Unit Defined

1.2.1 The Bargaining Unit for which the Employer recognizes the Association as the exclusive representative shall be a unit comprised of all full-time and regular part-time custodial, maintenance, food services, secretarial/clerical, long term substitutes, building security aides and transportation employees, excluding substitutes and temporary employees, first level management, confidential employees, and guards as defined in the Public Employee Relations Act of 1970 (Act 195) (hereinafter the "Act").

1.2.2 "Full-time employee" means any person hired to work on a regular basis who is scheduled to work twenty-five (25) hours or more each full work week.

1.2.3 "Regular part-time employee" means any person hired to work on a regular basis who is scheduled to work less than twenty-five (25) hours each full work week.

1.2.4 "Substitutes" means persons hired on a daily basis to replace regular employees absent on approved leaves of absence¹.

1.2.5 "Long-Term Substitutes" means persons hired for, or who work, 90 or more consecutive days to replace employee(s) absent on an approved leave.

1.2.6 "Building Security Aides" means persons whose duties include monitoring security measures and pupil behaviors in school buildings and/or on school premises.

1.2.7 "Temporary Employee" means persons who are hired on a daily or as needed basis for a period of less than 90 days to complete specified assignments.

1.2.8 "Department Coordinator" means a designated person who oversees and coordinates the operation of a department or location within a department.

¹ It is the District's practice to offer non-recurring, additional work to members of the Bargaining Unit who are part-time employees in order to allow them the opportunity to increase their income. This may mean that a part-time employee in one category may be offered part-time employment in another category. For example, a part-time custodian may be offered part-time non-recurring work in security for which the employee will be considered "temporary" if the position lasts less than ninety (90) days.

To the extent that non-recurring work creates a reclassification of a given employee (i.e. a part-time custodian becomes a full-time security guard) the individual filling the part-time custodial position would be considered a "long-term substitute" if the individual works at least ninety (90) consecutive days and a "temporary" employee if the individual works less than ninety (90) days filling in for the reclassified employee. Additionally, it is the District's practice that where a part-time employee or long-term substitute is offered and takes on additional non-recurring work for less than ninety (90) consecutive days, the employee will be considered a temporary employee with respect to the additional non-recurring work. These practices will allow the District to continue to increase the opportunity for Bargaining Unit members to supplement their income but will still allow the District to maintain the flexibility in filling positions for non-recurring work.

1.2.9

1.3 Term of Agreement

1.3.1 The term of this agreement shall begin July 1, 2009, and shall continue in full force and effect until June 30, 2014 or until such later date as the two parties may hereinafter agree is to be the extended termination date.

1.3.2 Any such extended date shall be evidenced by a written amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures.

1.3.3 The parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

1.4 Subcontracting

The parties agree that during the term of this agreement the Employer has the right to contract out bargaining unit services using the following criteria:

1.4.1 The District must bargain the contracting out with the Tredyffrin/Easttown Non-Instructional Group in accordance with the law, including Act 195 or any law or regulation which may supersede it; and

1.4.2 If the district elects to subcontract, it must do so with an entire classification, or all of a given classification within a specific building, or no less than twenty per cent (20%) of a classification with a district-wide function.

1.5 Separability

1.5.1 If any provision or application of this agreement is held to be contrary to law, that provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

1.5.2 If, during the term of this agreement, a provision once declared invalid shall be deemed valid or partially valid, then the provision as originally embodied in this agreement shall be restored in full force and effect to the extent of its validity under the then current law and/or administrative regulations of the State and Federal Government.

1.6 Management Rights

1.6.1 The Employer will retain the right and responsibility to operate the schools in accordance with all the Commonwealth and federal laws and regulations.

1.6.2 In addition, the Employer has and will continue to retain the sole and exclusive rights 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.

1.7 No Strike - No Lockout

1.7.1 The parties agree faithfully to abide by the provisions of the Public Employee Relations Act of 1970 (Act 195) as amended.

1.7.2 The Association pledges that it will not conduct or participate in a strike (as that term is defined in Act 195, as amended) during the term of this agreement.

1.7.3 The Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this agreement.

1.8 Waiver

The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement, unless agreed to in writing by both parties.

1.9 Issues of Concern Committee.

In the event a Bargaining Unit member determines that a condition or event of his or her employment is unfair, then the member shall have the right to present the issue or event to his or her TENIG, ESPA, PSEA, NEA representative for "issue resolution." The procedure shall be as follows:

A. Within five (5) working days of the reporting of the event or condition there shall be convened a meeting of the member, the representative, and the personnel director or designee.

B. If the issue is not resolved as a result of the meeting, the member shall have the right to appeal his or her issue to the Superintendent's Standing Committee on Issue Resolution. The Committee shall meet to discuss the issue with the member within two (2) working days of the appeal.

1.10 Printing and Distribution of the Agreement

1.10.1 This agreement shall be printed within thirty days after the agreement is signed, with the Employer and Association splitting the cost equally.

1.10.2 Copies of the agreement shall be given to all current employees by the Association. Copies shall be given to prospective employees when processed in personnel, but not later than the employee's first day of work.

Article 2 ASSOCIATION SECURITY

2.1 Maintenance of Membership

2.1.1 Employees who are members of the Association on the effective date of this agreement or who become members during its term shall maintain their membership for the term of this agreement by paying annual dues and assessments. Payment of dues shall be in accordance with provisions set forth in Section 2.2 Dues Checkoff.

2.1.2 Employees may resign from membership in the Association 15 days prior to the expiration of this agreement.

2.1.3 Employer shall notify the Bargaining Unit of newly hired employees within ten (10) working days of employment.

2.2 Dues Checkoff

2.2.1 The Employer agrees, upon receipt of an employee's signed authorization prior to April 1, July 1, October 1, or December 31 of any year, to provide for payroll deduction of Association (local, state, and national) dues during the term or any extension of this agreement.

2.2.2 The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon documents furnished by the Association to the Employer in complying with, and with regard to performance of, any of the provisions in this Section.

2.3 Conducting Association Business

2.3.1 The Association agrees not to conduct organization business nor to hold meetings during actual working hours without Employer's approval.

2.3.2 The president (and/or president's designee in lieu of or in addition to the president) shall be entitled to released time, in accordance with past practice, to perform Association business during the work day.

2.3.3 The Employer agrees to allow the Association to use school facilities for normal meetings, without cost, following proper request in accordance with Board policy. Such meeting shall not interfere with the regular work schedule of Non-Instructional employees.

2.3.4 The Association shall be entitled to use designated bulletin boards for Association notices. Employer shall approve location and size of said bulletin boards.

2.4 Association Leave

2.4.1 The Association shall be granted twelve (12) days paid leave per contract year for the purpose of conducting Association business on the region, state, or national level. The Association will reimburse the Employer for the cost of substitutes or temporary employees for the number of days over six (6).

2.5 Fair Share Fee

2.5.1 No employee shall be required, as a condition of employment, to be a member of the Association.

2.5.2 The Employer and the Association hereby agree that all employees in the bargaining unit who are not members of the Association shall be subject to a fair share fee as provided in Act 84 of 1988 and any amendments hereto.

2.5.3 The Employer agrees to deduct the fair share fee from the bi-weekly pays of all employees in the bargaining unit who are not members of the Association, beginning in January of each contract year.

2.5.4 The names of employees who are not members of the Association and the amounts to be deducted shall be certified to the Employer by the Association.

2.5.5 The Association shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against it as a result of its compliance with this Article; except it is expressly understood that this "save harmless" provision will not apply to any legal action which may arise as a result of any willful misconduct by the Employer or as a result of the Employer's failure to properly perform its obligations under this provision.

ARTICLE 3 JOB SECURITY

3.1 Seniority

3.1.1 Seniority shall be the factor used to establish the relative status among employees in the Bargaining Unit when determining order of entitlement for applicable matters set forth in this agreement.

3.1.2 Seniority is defined as the uninterrupted, continuous service of Bargaining Unit employee within a job classification computed from the Bargaining Unit employee's date of hire with the Employer.

3.1.3 Regular part-time employees shall accrue seniority on an annual basis proportionally.

3.1.4 Employees shall continue to accrue seniority while temporarily absent because of an authorized leave for illness or injury.

3.1.5 Employees shall not accrue seniority during periods of furlough or lay-off.

3.1.6 An employee shall lose all seniority and be considered terminated for any of the following reasons:

- a. Voluntary Quit
- b. Discharge for Cause
- c. Failure to report to work for three (3) consecutive work days without calling in or without reasonable excuse.
- d. Failure to return to work within ten (10) working days following written notice of recall being mailed to the employee's residence as shown on the Employer's personnel records.
- e. Continuous lay-off for a period in excess of eighteen (18) months.

3.2 Seniority List

3.2.1 The Employer shall, within six months after signing this agreement, prepare and post a seniority list by department and job category or position within the department. The list shall be posted in a conspicuous place in all work areas.

3.2.2 The seniority list shall be revised as necessary, but at least annually by January 1. Copies of such revised list shall be reposted and given to the Association.

3.2.3 Challenges to an employee's posted seniority date or position on the list shall be submitted in writing through the Association to the Employer within thirty (30) calendar days after the posting. If no such challenge is submitted, the date and the position on the seniority list shall be deemed correct.

3.3 Layoff

3.3.1 In reducing the work force, employees with the least seniority in the affected job classification shall be laid off first.

3.3.2 Employees to be laid off shall receive written notice ten work days prior to the effective date of the layoff.

3.3.3 Employee shall be entitled to apply his/her total school district seniority in order to make a lateral transfer into a vacant position, which the Employer intends to fill, in another classification for which he or she is qualified. Determination of an employee's

qualification shall be within the sole discretion of the Employer. Where the Employer exercises such discretion, Employer agrees to give the adversely affected employee written reasons why the employee was not qualified. However, the Employer's decision and the reasons therefore shall not be grievable. Regular part-time employees shall be permitted to make such lateral transfers to other part-time positions only.

3.4 Recall

3.4.1 Laid-off employees shall be recalled to vacant positions in the reverse order of their layoffs; the last laid off shall be the first recalled.

3.4.2 Eligibility for recall shall be conditional upon updated, written notice to the Employer of the laid off employee's current address and telephone number. Employees shall promptly report any changes in same within forty-eight (48) hours of such change.

3.4.3 Written notice of recalls shall be sent to the affected employee's last known address via certified or registered mail or telegram not less than two weeks prior to the effective date of recall.

3.4.4 Notice of intent regarding recall must be made to the recalled employee's immediate supervisor within fifteen (15) days (excluding Saturday, Sunday, or holiday) after receipt of notice of recall unless otherwise mutually agreed. Failure to comply with said mandate shall result in loss of all seniority rights under this agreement.

3.4.5 Refusal by a laid-off full-time employee to accept recall to other than a full-time, permanent position shall not constitute a waiver of recall rights or result in a break in or loss of seniority.

3.5 Probation

3.5.1 New hires shall be regarded as probationary employees for the first ninety (90) calendar days [excluding summer recess for ten (10) month employees] of their employment.

3.5.2 Probationary employees shall have seniority standing from the first day of work for the purposes of wage entitlements set forth in this agreement.

3.5.3 Probationary employees shall be subject to discharge at Employer's sole discretion without recourse to the grievance or arbitration provisions of this Agreement.

3.6 Complaints

Employees in the Bargaining Unit shall receive written notice, and copies where applicable, of all complaints regarding their work performance, which could affect an employee's annual performance appraisal.

3.7 Personnel File

3.7.1 No material derogatory to an employee's conduct, service, character, or personality shall be placed in any personnel file, unless the employee has received a copy and has had an opportunity to review the material. The employee shall have the right to submit a written answer to such material. The answer shall be attached to the file copy.

3.8 Discipline; Discharge

3.8.1 The Employer shall have the right to discipline or discharge employees for just cause.

3.8.2 Just cause shall include, but shall not be limited to, the following: theft; falsifying personnel or district records; negligence in taking safety precautions where necessary; tardiness without reasonable excuse; absence without reasonable excuse, (improper use of sick day leave); absence without authorized leave regardless of excuse in excess of three (3) consecutive work days; reporting to work under the influence of harmful drugs or liquor; gambling, sale or unprescribed use of harmful drugs or intoxicating liquor on the premises; fighting, use of abusive language or racist or discriminatory remarks; insubordination; immorality; sexual harassment; sleeping on the job; leaving the work premises during working hours without permission; unauthorized use of school district property.

3.8.3 Whenever any employee is required to meet with any Employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given reasonable prior written notice of the time and nature of the meeting and shall be entitled to have Association representatives present.

3.8.4 Discipline shall be progressive when applied and, except for discipline resulting from serious infractions, shall be a prerequisite to discharge.

3.8.5 Any employee who is disciplined or discharged shall receive notice in writing regarding the reasons for such action at the time the action is taken. Copies of the notice of discipline shall be sent to the employee, the employee's immediate supervisor, the Association, and the Business Manager. A copy shall be placed in the employee's personnel file.

ARTICLE 4 VACANCIES; TRANSFERS

4.1 Posting Vacancies

4.1.1 "Vacancy" means a newly created position or a position which becomes open by reason of the retirement, quit, termination, transfer or promotion of the person filling that position, which the Employer seeks to fill.

4.1.2 Where there is a job vacancy, a notice of the vacancy shall be posted within thirty (30) calendar days on the bulletin board or in a designated place conspicuous to the employees. The Employer shall have the right to temporarily fill such positions on an interim basis when it deems it necessary.

4.1.3 Vacancies shall be posted for not less than ten (10) work days before filling the vacancy.

4.1.4 Postings shall contain the minimum skill requirements, hours, and wages applicable to the posted position.

4.2 Bidding on Vacancies

4.2.1 All employees in the bargaining unit, including laid off employees, may submit bids for posted vacancies as they occur.

4.2.2 Bids shall be submitted in writing to the Business Manager, or designated representative within ten (10) working days of vacancy having been posted or the posting deadline, whichever is sooner. The posting deadline shall not be less than five (5) working days after the vacancy has been posted.

4.3 Filling Vacancies

4.3.1 The Employer shall first consider applicants from within the bargaining unit. Where there are qualified applicants from within the bargaining unit, the Employer in its sole discretion shall select the most qualified to fill the vacancy. Where the Employer exercises such sole discretion, Employer agrees to give the adversely affected employee written reasons why the employee was not qualified. However, the Employer's decision and the reasons therefore shall not be grievable.

4.3.2 Where applicants from within the bargaining unit are equally qualified, the Employer shall select the most senior to fill the vacancy. The decision as to whether an applicant is qualified for the vacancy shall be within the sole discretion of the Employer.

4.3.3 When an applicant successfully fills a full-time vacancy, that applicant shall not qualify to bid on other vacancies for a period of one (1) year, unless the new position secured by the bidding employee requires the bidding employee to change his or her work shift. If the bidding employee has changed shifts, he or she shall be permitted to make one additional move within the one (1) year period.

4.3.4 Where the Employer in its sole discretion has determined that there are no qualified applicants from within the bargaining unit, the Employer may review and select qualified applicants from outside the bargaining unit and the School District.

4.3.5 The Employer will attempt to fill vacancies within 45 days of posting. If more than 45 days is required to fill a particular vacancy, Employer shall notify the Association President in writing of the reason why more than 45 days is required to fill that particular vacancy. The Employer agrees not to act arbitrarily or capriciously in exercising its discretion in filling vacancies.

4.4 Transfers

4.4.1 For purposes of this section, "transfer" means a change in job assignment within a classification, a change from one classification to another, a change in work location from one building to another, or a change of shift.

4.4.2 Employer shall have the right to transfer employees with or without their consent. The Employer agrees not to act arbitrarily or capriciously in exercising its discretion in exercising its right to transfer as provided herein.

4.4.3 Employees who are involuntarily transferred within a classification for reasons other than non-performance shall suffer no loss in rights, benefits, wages, or privileges and will be provided, upon written request to the Business Manager, with a written explanation for the transfer. Additionally, an employee may request a meeting with the Business Manager after receiving the written explanation. For purposes of this section, "non-performance" means the inability to perform satisfactorily assigned duties, not performance calling for disciplinary action.

4.4.4 Employer shall use reasonable efforts to make temporary assignments of permanent employees to different locations occur in a fair and equitable manner. Any such assignments are not subject to the grievance procedure.

4.5 Temporary Vacancies; Substitute Assignments

4.5.1 When an employee is absent because of illness, injury, vacations, or other similar type temporary absences, the Employer shall have the right to hire substitutes to fill such temporary vacancies.

4.5.2 When filling such temporary vacancies, the Employer shall give primary consideration to qualified part-time employees from within the Bargaining Unit. Whether a part-time employee is qualified and used shall be determined by the Employer in its sole discretion. The Employer agrees not to act arbitrarily or capriciously in exercising its discretion in filling vacancies.

4.5.3 Part-time employees in the Bargaining Unit interested in employment as a substitute shall submit their names in writing to the Personnel Office prior to the beginning of the then current school year.

ARTICLE 5 SCHEDULED WORK DAY, WORK WEEK

5.1 Work Day

5.1.1 The work day shall start and end for each classification in accordance with schedules set by the Employer.

5.1.2 Employees shall be notified by the Employer five (5) work days in advance of any changes in their starting or quitting times or work schedules.

5.1.3 The Employer in its sole discretion shall have the right to affect changes in starting and quitting times and work schedules.

5.1.4 Flexible starting and quitting times may be administered in Tredyffrin/Easttown Administration Offices ("TEAO") only, pursuant to past practice of the Employer.

5.2 The Work Week

5.2.1 The work week shall be any five consecutive days, as scheduled by the Employer.

5.2.2 Employees shall be notified in writing by the Employer seven (7) business days in advance of any changes in the employee's work week.

ARTICLE 6 WORKING CONDITIONS

6.1 Bargaining Unit Cooperation

Each employee in the Bargaining Unit agrees, as part of that employee's relationship with parents and the community, to participate constructively in all assignment-related activities.

6.2 Overtime

6.2.1 Overtime, when offered, shall be offered first to employees in the job classification appropriate to perform the work from the building (if applicable) in which the work is to be performed. Overtime shall be based upon a rotation system within each classification which system shall be set up with the most senior at the top of the list.

6.2.2 Members of the Bargaining Unit will be paid at the rate of time and one-half (1-1/2) their hourly base rates for all work performed in excess of forty (40) hours in any work week in accordance with applicable federal and state laws subject to the provisions of 6.2.5 below as to the days that are counted for purposes of computing the 40-hour week for overtime computation.

6.2.3 Employees scheduled to work overtime will not be dismissed early in the day or the week that such work takes place to avoid overtime payments. There will be no duplication or pyramiding of overtime payments.

6.2.4 Only Employees who have actually worked (as defined in 6.2.5) their scheduled five day work week shall be paid time and one-half (1-1/2) for the sixth day and shall be paid double (2) time for the seventh day.

6.2.5 Only actual hours worked shall count in computing the 40-hour week for overtime computation. Approved sick, vacation, and/or paid personal days shall count as actual hours worked in such computation. Sick days shall be considered approved for purposes of this section if submitted to the employee's supervisor at least five (5) working days prior to the requested day and approved by the supervisor. Approval procedures for vacation and personal days are set forth elsewhere in this agreement.

6.3 Called-Back/Called-In

6.3.1 When an employee in the Bargaining Unit is called back to work before or called back to work after the employee's scheduled work day, the employee, if such hours are not consecutive with the employee's normal shift, will be guaranteed a minimum of three (3) hours work or three (3) hours pay at applicable overtime rates [two (2) hours work or two (2) hours pay for part-time employees].

6.3.2 When an employee in the Bargaining Unit is "called in" to work before the employee's scheduled work day, the employee, if such hours are consecutive with the employee's normal shift, will be guaranteed overtime for the hours worked over eight (8) because of being "called in."

6.3.3 Compliance with call-back shall be voluntary except in the case of emergencies. For purposes of this section, "emergency" means an unanticipated condition or circumstance beyond the Employer's control which requires work by a person within the Bargaining Unit. Compensation for "called back" time shall be at holiday rates.

6.4 Unanticipated School Openings and Closings

6.4.1 If any building closes early during the work day, any employee dismissed before the end of the scheduled work day shall be paid for the full work day. If the employee is not dismissed by the appropriate immediate supervisor, the employee shall continue to work the normal work day.

6.4.2 All full and part-time Bargaining Unit employees are expected to report to work on each scheduled work day. On days when schools are closed due to unanticipated adverse conditions or occurrences, full-time employees scheduled to work and who report for work, without having been notified of the closing, will be guaranteed a minimum of three (3) hours work or three (3) hours pay [two (2) hours work or two (2) hours pay for part-time bus drivers and cafeteria workers] if no work is available. If work is available, reporting employees will work as assigned. The requirement of notification of closing will have been met if the Employer has reported the closing to an area radio station in accordance with its usual procedure in such cases, and the closing has actually been broadcast prior to the time the employee was normally scheduled to report to work, or the Employee has been directly notified of the closing by the Employer.

6.4.3 In the event of inclement weather which closes school, during any one (1) contract year, a secretary/clerical employee may choose to take unpaid days of absence, paid vacation or unused personal days. Secretarial/clerical employees may, at their option, elect to make up any hours missed due to inclement weather provided the hours are made up during the same payroll period as the day the hours were missed due to inclement weather. No more than two maintenance secretarial/clerical staff may elect a leave or make up option available under this subsection with respect to any one day of inclement weather. Employees who are required to work overtime to make up work not completed as a result of their choosing to take unpaid absence in accordance with this section shall not be eligible for overtime in accordance with Section 6.2 except as required by the Fair Labor Standards Act or other applicable law.

6.4.4 In the event a state of emergency is declared by the federal government or government of the state where the employee resides which prohibits certain classifications of employees covered by this agreement from using the public roadways, an employee within the classifications prohibited from using the roadways will not be required to use unpaid days, vacation or personal days in the event they cannot report to work.

6.5 Administering Medication

6.5.1 Employees in the Bargaining Unit shall not be required to administer medication to pupils. Pupils shall be referred to appropriate medical personnel designated to perform such service.

6.6 Uniforms/Protective Apparel

6.6.1 After the employee's probationary period (Section 3.5), the Employer shall provide an annual clothing allowance as follows to offset the cost of work clothes and/or safety shoes to full-time bus drivers and mechanics, full and part-time custodial, maintenance, security, full and part-time food service, and graphic arts employees on active employment status annually for the duration of this contract. All requests must be approved by the employee's supervisor. Alternatively, the Employer may, at its sole discretion and at the Employer's expense, furnish uniforms to Bargaining Units members designated by the Employer, instead of those designated Employees' annual clothing allowance.

Clothing Allowance

| | |
|----------------|----------|
| 7/1/09-6/30/10 | \$163.20 |
| 7/1/10-6/30/11 | \$170.54 |
| 7/1/11-6/30/12 | \$178.21 |
| 7/1/12-6/30/13 | \$186.23 |
| 7/1/13-6/30/14 | \$194.61 |

6.6.2 The type of uniform and/or shoes and the place or places of purchase will be determined by the Employer.

6.6.3 Part-time employees will receive reimbursement for uniforms prorated in accordance with the percentage of full-time employment they are designated to work.

6.6.4 All Bargaining Unit employees shall wear a picture I.D. badge provided by the Employer.

6.7 Publicizing Tuition Reimbursement Opportunities

6.7.1 The Employer may from time to time and at its sole discretion, offer opportunities for reimbursement of courses and other educational opportunities to Employees in the Bargaining Unit. The Employer agrees to make Employees in the Bargaining Unit aware of these opportunities as they arise through notification to the Association's President and other methods.

ARTICLE 7 LEAVES OF ABSENCE

7.1 Sick Leave

7.1.1 Employees in the Bargaining Unit shall accrue paid sick leave entitlement at the rate of one (1) of his or her normal working days for each month the employee is scheduled to work, effective July 1 of each year of this agreement.

7.1.2 Part-time employees shall accrue paid sick leave entitlement proportionately based upon their normal hours per day that employee is scheduled to work, effective July 1 of each year of this agreement.

7.1.3 Sick days for new employees shall be prorated through the end of the school year based upon hours or months worked.

7.1.4 Unless purchased by Employee per section 7.1.6., all unused sick leave shall be cumulative year to year. All or any part of such unused, accumulated sick leave may be used during a contract year subject and pursuant to Employer Policy and Regulation as revised from time to time during the term of this contract.

7.1.5 When a part-time employee becomes full-time from part-time, then the number of sick hours accumulated by that employee during part-time service shall be accumulated toward the full-time hours of the respective jobs.

7.1.6 Beginning with the 2009-10 school year, the Employer agrees to remunerate full and part-time members of the Bargaining Unit who accrue more than 24 days of unused sick leave at the rate of 50% of their per diem rate, but not less than \$50 (\$36.00 for cafeteria employees), for any days over 24 up through a maximum of 130 days for the 2009-10 and 2010-11 school years and for any days over 24 up through a maximum of 135 days for the remaining years of this Agreement. This payout shall be requested by the employee no later than April 30 of the school year in which the payout is to occur. All payouts will be processed on or before June 30 of the school year in which the payout is to occur. To the extent an employee is compensated for sick leave under this provision, the employee's right to such sick leave extinguishes and shall not be calculated as part of any future sick leave entitlement or payout including, but not limited to, any payout pursuant to retirement under section 7.1.7 below.

7.1.7 The Employer agrees to remunerate full and part-time members of the Bargaining Unit who retire under the provisions of the Public School Employee's Retirement Code for unused sick leave days at the rate of 50% of their per diem rate, but not less than \$50 (\$36.00 for cafeteria employees), up through a maximum of 130 for the 2009-10 and 2010-11 school years and up through a maximum of 135 for the remaining years of this Agreement. The

Employer agrees, at the Employee's request, to contribute this reimbursement in the employee's tax sheltered annuity 403(b) plan and 457(b) as permitted by law.

7.1.8 Employees shall be permitted to use up to three (3) of their accrued, unused sick days per contract year for certified dependent illness.

7.1.9 The Employer reserves the right to request a physician's note from any employee who uses three (3) or more consecutive days of sick leave. An employee shall provide a physician's note when he or she uses five (5) or more consecutive days of sick leave.

7.2 Extended Illness Leave

7.2.1 An employee who has exhausted all available paid leave and who is unable to work because of illness or injury shall be granted a leave of absence without pay in accord and pursuant to Employer Policy and Regulation.

7.3 On-Job Injury; Job Related Illness

7.3.1 When an employee is absent due to an injury or illness occurring in the course of employment, the absence will not be charged against the employee's sick leave days.

7.3.2 The Employer agrees to pay employee wages lost during the statutory waiting period (excluding overtime).

7.4 Bereavement Leave

Whenever the employees shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of employee for an absence not in excess of three (3) school days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, spouse, parent-in-law, or near relative who resides in the same household or any person with whom the employee has made his/her home. The Board of School Directors, or designee, may extend the period of paid leave of absence as the exigencies may warrant.

When an employee is absent due to the death of a near relative other than the above, there shall be no deduction in the salary 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, son-in-law, daughter-in-law, brother-in-law or sister-in-law. The Board of School Directors, or its designee, may extend the period of paid leave of absence as the exigencies may warrant.

7.5 Personal Leave

7.5.1 Employees may receive two (2) personal days with pay in each year of this contract. Paid days will be used before unpaid days.

7.5.2 The procedure to be followed in requesting the personal day is as follows:

A written request stating the day requested is to be submitted to the employee's supervisor at least five (5) working days prior to the requested day. Any exception to the above procedure as related to time limitations will be granted only under the most extenuating circumstances.

7.5.3 In the case of an emergency situation, where it can be established that time did not permit requesting prior written approval, the request may be submitted after the fact, following the procedure as outlined above. However, every effort must be made by the employee to notify the supervisor of the emergency prior to the date of absence.

7.5.4 Personal days with pay as provided herein shall be accumulated from year to year up to a maximum of two (2) paid days carryover with a total accumulation of no more than four (4) paid personal days.

7.5.5 The Employer agrees to reimburse employees for unused-paid personal days at the end of each school year during the term of this contract at the employee's regular straight time per diem rate.

7.5.6 Employees may receive three (3) unpaid personal days upon written request to and approval by the employee's supervisor.

7.5.7 Except for emergencies, no more than ten percent (10%) of the labor force in any one department at any one location may take paid or unpaid personal days at the same time.

7.5.8 Personal days may not be taken the first or last day of the school year.

7.6 Family Medical Leave Act (FMLA)

7.6.1. Except as provided herein, leave under the Family Medical Leave Act (FMLA) will be administered in accordance with the law and Employer's Policies and Regulations. The District agrees that other paid or unpaid leave provided for in the Collective Bargaining Agreement or by statute shall not be used for FMLA qualifying purposes until the tenth (10th) consecutive day of absence. Additionally, such leave will not be retroactive back to the first day of said leave.

7.6.2. All paid leave will be counted toward the accrual of sick, vacation and personal leave

7.7 Pregnancy Leave

Employees in the Bargaining Unit shall be entitled to a Pregnancy Leave in accordance with Employer's Policies and Regulations.

7.8 Parenting Leave

7.8.1 Employees shall be granted unpaid leave of absence for up to three months for the purpose of child-care or child-rearing commencing with childbirth or adoption. Such leave shall be consistent with applicable state and federal laws and/or rules and regulations.

7.8.2 The Employer shall be notified of the employee's intent to begin leave. Notice shall be served within a reasonable period of time in advance of leave. The Employer shall continue to provide all health care benefits at employee's expense.

7.8.3 The Employer shall be notified of the employee's intent to end leave and return to employment. Notice shall be served within a reasonable period of time in advance of return from leave. Upon return from leave, the employee shall be returned to the same position, in the same building, as assigned prior to the leave.

7.9 Legal Leave

Bargaining Unit members shall be granted paid leave to appear or otherwise participate in legal proceedings if subpoenaed to testify as a non-party witness only if subpoenaed for a day they are scheduled to work.

7.10 Jury Duty Leave

7.10.1 Bargaining Unit members who are summoned to jury duty will be granted paid leave for the difference between per diem compensation received from the court and the employee's per diem pay. Employees may keep mileage reimbursement.

7.10.2 The employee shall suffer no loss of salary, benefits, or other contractual advantage as a result of such leave subject to paragraph 7.10.1 above.

7.11 Religious Leave

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be granted unpaid leave to honor such observance, not to exceed three (3) days per year.

7.12 Holidays

7.12.1 Twelve month Employees in the Bargaining Unit shall be entitled to twelve paid holidays as follows:

| | |
|----------------------------|------------------------|
| Independence Day | New Year's Eve Day |
| Labor Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Day following Thanksgiving | Presidents' Day |
| Christmas Eve Day | Good Friday |
| Christmas Day | Memorial Day |

An employee who is required to work on a paid holiday listed above shall be paid his or her hourly rate for the day (holiday pay) plus two (2) times their hourly rate for all work performed provided that they actually work their regularly scheduled day before and after the holiday.

One additional holiday may be taken at the member's choosing with the approval of the supervisor.

Scheduled holidays are subject to change by action of the Board of School Directors if unanticipated events occur, only if school buildings are open for student classes.

7.12.2 Ten month employees in the Bargaining Unit shall be entitled to ten paid holidays as follows:

| | |
|----------------------------|------------------------|
| Thanksgiving Day | New Year's Day |
| Day following Thanksgiving | Martin Luther King Day |
| Christmas Eve Day | Presidents' Day |
| Christmas Day | Good Friday |
| New Year's Eve Day | Memorial Day |

An employee who is required to work on a paid holiday listed above shall be paid his or her hourly rate for the day (holiday pay) plus two (2) times their hourly rate for all work performed provided that they actually work their regularly scheduled day before and after the holiday.

One additional holiday may be taken at the member's choosing with the approval of the supervisor.

Scheduled holidays are subject to change by action of the Board of School Directors if unanticipated events occur, only if school buildings are open for student classes.

7.12.3 Ten (10) month employees who are required to work the workday before and the workday after Independence Day and Labor Day shall be entitled to Independence Day and Labor Day as a paid holiday.

7.12.4 Pay entitlements shall be administered in accordance with standards and procedures governing such entitlements set forth in Appendix A.

7.13 Vacation

7.13.1 Full-time and part-time twelve (12) month employees will be eligible to receive paid vacation after completing the 90 day probationary period. Eligibility will be based on the following schedule:

| Years of Continuous Service | Days Eligible per Year | Days Earned per Month |
|-----------------------------------|------------------------------|-----------------------------|
| 1 | 5 | .417 (5 days/12 months) |
| 2 | 10 | .834 (10 days/12 months) |
| 7 | 15 | 1.25 (15 days/12 months) |
| 14 | 20 | 1.67 (20 days/12 months) |
| 25 | 25 | 2.09 (25 days/12 months) |

Employees with first time vacation eligibility (after the 90 day probationary period) will be granted paid vacation computed by using the number of Days Earned per Month listed in the above schedule multiplied by the number of remaining months in the school year. Effective July 1 of the following school year, employee eligibility will be based on the Days Eligible per Year column.

For employees advancing on the vacation entitlement schedule, the computation will be based on five (5) additional days (.417 days per month). Effective July 1 of the following school year, entitlement will be the eligible days per year for the appropriate years of completed continuous service.

Part-time employees: Days Earned computation will be prorated accordingly and based on part-time status.

7.13.2 Part-time service shall be credited to the vacation service computation, if the part-time employee becomes full-time.

7.13.3 Requests for vacation days shall be submitted to the immediate supervisor on an Employer approved form at least ten (10) working days prior to vacation to be taken. In no event may a vacation exceed three consecutive weeks.

7.13.4 No more than ten (10%) percent of the work force within a department shall take vacation at one time without the approval of the department supervisor. In the event of conflicts in scheduling, seniority shall prevail. Such pre-eminence shall not serve to nullify an approved scheduled vacation of a less senior employee whose request had been filed and approved forty-five (45) or more days prior to the effective date.

7.13.5 One or two day vacations require a minimum of three (3) working days prior notice. Approval of such requests shall be at the discretion of the Employer and shall not be unreasonably denied.

7.13.6 Employees reserve the right to withdraw vacation requests, if their vacation has not yet commenced.

7.13.7 Pay entitlements for vacation benefits shall be in accordance with standards and procedures governing such entitlements set forth in Appendix A.

7.13.8 No single vacation day shall be taken on the day before or after a holiday without Business Manager or designee approval.

7.13.9 Employees may carry forward a maximum of five (5) unused vacation days into the next contract year. Employees shall be reimbursed for all earned, accumulated, unused vacation upon retirement/resignation.

7.14 All leaves of whatever nature (except FMLA leaves) must be taken in either full days, half days or full hours, but not in partial hours.

7.15 No leave shall accrue during periods of non-employment related long-term disability or unpaid leaves.

ARTICLE 8 WAGES; PAY PRACTICES

8.1 Wage Guides

Employees in the Bargaining Unit shall be paid in accordance with the Wage Guides set forth in Appendix A and shall receive benefits in accordance with Appendix B, both attached to and made a part of this Agreement.

8.2 Shift Differential

8.2.1 An employee who, during the term of this contract, is involuntarily transferred by the Employer from the day shift to a night shift shall receive an additional \$1.00 per hour. If an employee who is transferred from the day shift to a night shift is subsequently transferred back to the day shift, that employee shall not be paid the shift differential.

8.2.2 Day shift shall include schedules where the majority of the hours worked are from 5:00 a.m. to 5:00 p.m.

8.2.3 Shift differentials shall be added to an employee's hourly rate for purposes of determining overtime pay entitlements.

8.3 Department coordinators

8.3.1 The Employer has the right to designate from time to time department coordinators to coordinate the work of other employees while in the performance of his/her assigned duties.

8.3.2 Department coordinators are defined in the contract as designated persons who coordinate the operation of a department or location within a department.

8.3.3 The purpose of a department coordinator is to coordinate work of other employees while remaining responsible for their work. For example, a department coordinator painter might oversee and coordinate the work of the students hired as summer painters. The

department maintenance coordinator may also transmit information from a supervisor in the absence of the supervisor.

8.3.4 Department coordinators shall have no power to supervise, discipline, evaluate, reward or assign other employees or to direct their work (other than indirectly through instruction given by supervisors) or to adjust their grievances or to otherwise act as a supervisor as that term is defined in Section 301 of the Public Employee Relations Act.

8.3.5 Job descriptions for specific department coordinators will be created and disseminated from time-to-time.

8.3.6 Employees designated as department coordinators shall receive an additional hourly stipend as set forth below , in addition to their regular hourly rate, during the time worked as such:

| <u>2009-10</u> | <u>2010-11</u> | <u>2011-12</u> | <u>2012-13</u> | <u>2013-14</u> |
|----------------|----------------|----------------|----------------|----------------|
| \$3.00 | \$3.14 | \$3.28 | \$3.43 | \$3.58 |

8.3.7 The overtime rate for employees who work as department coordinators during hours providing services to community groups which reimburse the Employer for expenses shall be one and one half (1 1/2) times the rate paid to the employees while working as department coordinators.

8.3.8 Full-time Secretary A Elementary School Secretaries shall be entitled to Department Coordinator compensation for the first three hours of each workday

8.4 Pay Practices

Paychecks will be issued every other Friday. When these days fall on holidays, checks will be issued on the last working day preceding such dates. The Employer reserves the right, due to exigencies, to change published pay day schedules.

8.5 Payroll Deduction

8.5.1 Employees in the Bargaining Unit shall be entitled to payroll deduction for the following:

| | |
|---------------------|---|
| Association Dues | Direct Deposit |
| PSEA/PACE | United Way |
| NEA | |
| Board approved Tax | Earned Income Tax |
| Sheltered Annuities | |
| Credit Union | PA Public School Employees' Retirement System |

8.5.2 Employees desiring payroll deduction for any of the above shall file signed payroll deduction authorization forms so certifying.

8.6 Mileage Reimbursement

The Employer agrees to reimburse employees in the Bargaining Unit the maximum rate determined allowable by the IRS for the use of private vehicles in the performance of work assignments or other Employer business so long as written advance authorization has been given by person authorized by the Superintendent.

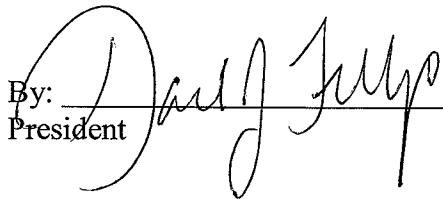
ARTICLE 9 GRIEVANCE PROCEDURE

9.1 It is in the interest of the general public, and in the interest of the school children both Employer and employees serve, that grievances be reconciled and disposed of as expeditiously as possible.

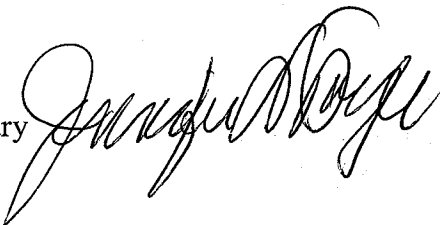
9.2 The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Appendix C attached to and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and attested and their respective seals to be affixed this 27th day of October, 2008


TREDYFFRIN/EASTTOWN
NON-INSTRUCTIONAL GROUP

By: 
President


ATTEST:

By: 
Secretary
(Seal)

TREDYFFRIN/EASTTOWN
SCHOOL DISTRICT

By: 
School Board President or designee

ATTEST:

By: 
Secretary of School Board
(Seal)

APPENDIX A
WAGE CLASSIFICATION GUIDES

The Employer agrees to pay the rates set forth below to new hires within the designated classifications, effective July 1, 2009 through June 30, 2014.

| | | <u>2009-10</u> | <u>2010-11</u> | <u>2011-12</u> | <u>2012-13</u> | <u>2013-14</u> |
|----|--|----------------|----------------|----------------|----------------|----------------|
| 1. | <u>Custodian (C)</u> | | | | | |
| | Hourly Rate | \$16.68 | \$17.43 | \$18.21 | \$19.03 | \$19.89 |
| 2. | <u>Security (S)</u> | | | | | |
| | Hourly Rate | \$20.96 | \$21.91 | \$22.89 | \$23.92 | \$25.00 |
| 3. | <u>Maintenance (M)</u> | | | | | |
| | Hourly Rate | \$26.51 | \$27.70 | \$28.95 | \$30.25 | \$31.62 |
| 4. | <u>Food Services (F)</u> | | | | | |
| | A. <u>Cook</u> | | | | | |
| | Hourly Rate | \$14.19 | \$14.83 | \$15.50 | \$16.19 | \$16.92 |
| | B. <u>General Kitchen Worker</u> | | | | | |
| | Hourly Rate | \$13.53 | \$14.14 | \$14.78 | \$15.44 | \$16.14 |
| | C. <u>Food Service Managers</u> | | | | | |
| | Hourly Rate | \$17.19 | \$17.96 | \$18.77 | \$19.62 | \$20.50 |
| 5. | <u>Transportation (T)</u> | | | | | |
| | <u>Part and full-time drivers and delivery/bus drivers, utility/bus drivers, mechanic helpers/bus drivers, and body repair/bus drivers</u> | | | | | |
| | Hourly Rate | \$16.68 | \$17.43 | \$18.21 | \$19.03 | \$19.89 |
| 6. | <u>Secretarial/General Clerical/Accounting</u> | | | | | |
| | A. <u>Secretary C /Clerk Typist, Data Input C, Graphic Arts Aide, Receptionist/Switchboard</u> | | | | | |
| | Hourly Rate | \$18.43 | \$19.26 | \$20.13 | \$21.04 | \$21.98 |
| | B. <u>Secretary B, Data Processing B, General Clerk B, Accounting Clerk B</u> | | | | | |
| | Hourly Rate | \$21.13 | \$22.08 | \$23.07 | \$24.11 | \$25.20 |
| | C. <u>Secretary A, General Clerk A, Accounting Clerk A</u> | | | | | |
| | Hourly Rate | \$22.71 | \$23.73 | \$24.80 | \$25.91 | \$27.08 |

D. General Clerk AA (taxes, graphic arts, secretary, accounting)

| | | | | | |
|-------------|---------|---------|---------|---------|---------|
| Hourly Rate | \$23.94 | \$25.02 | \$26.14 | \$27.32 | \$28.55 |
|-------------|---------|---------|---------|---------|---------|

Probationary Period

During the probationary period defined in Section 3.5, all newly hired employees will be paid at a rate twenty cents (\$.20) per hour less than the hourly rate established for their job classification above. Upon successful conclusion of the probationary period, all employees will receive the regular hourly rate commencing on the ninety-first (91st) day of employment.

Hourly Rate Adjustment for Current Employees

Cafeteria, Custodial and Security, Maintenance, Secretarial, and Transportation employees hired prior to July 1, 2009 will receive a four and one half percent (4.5%) hourly wage increase effective July 1, 2009 and four and one half percent (4.5%) hourly wage increase each July 1 for next five years through and including July 1, 2014. This increase will not apply to any employee who resigned for reasons other than retirement prior to the final ratification of this contract.

Change to a Higher Rated Classification

An employee who changes to a higher rated classification shall be paid the entry rate for the new classification during the time they are working in that classification.

Change to a Lower Rated Classification

An employee who changes to a lower rated classification shall be paid the entry rate for the new classification.

Asbestos Rates

With respect to those employees trained and qualified to remove friable asbestos from District buildings, all such employees, regardless of group classification, shall received the following rates when so engaged:

| | | | | | |
|-------------------------|----------------|----------------|----------------|----------------|------------------|
| | <u>2009-10</u> | <u>2010-11</u> | <u>2011-12</u> | <u>2012-13</u> | <u>2013-2014</u> |
| Monday through Saturday | \$43.25 | \$45.20 | \$47.23 | \$49.36 | \$51.58 |
| Sunday and Holiday | \$86.48 | \$90.38 | \$94.44 | \$98.69 | \$103.13 |

Long-term Substitutes

Long-term substitutes shall be compensated at the Hourly Rate for the classification in which they are working.

APPENDIX B

BENEFITS

Employer agrees to contribute toward the provision of certain insurance benefits for employees according to the following terms. These currently available benefits include medical expense insurance coverage, prescription drug expense insurance coverage, dental care expense insurance coverage, vision care expense insurance coverage, liability insurance, group term life insurance, and a salary continuance program in the event of employee disability.

I. Eligibility

Employees shall be eligible for insurance benefits according to the following:

Group A - consists of all full-time (25 hours per week or more) bargaining unit members. Group A members shall be eligible for benefits coverage for themselves and their dependents as provided hereafter. All members of Group A shall be eligible for benefits coverage for themselves and their dependents upon completing their 90 day probationary period.

Group B - consists of all part-time transportation employees hired prior to November 7, 1990, who were members of the bargaining unit on July 1, 1993 or are recalled after lay-off at any time during this contract. These employees shall be eligible to purchase such benefits as they desire for themselves and their dependents at group rates. The Employer agrees to contribute to the purchase price of the benefits selected by such employee at the following rates per hour per employee, not intended to be taxable compensation:

| <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> | <u>2013-2014</u> |
|------------------|------------------|------------------|------------------|------------------|
| \$2.66 | \$2.78 | \$2.91 | \$3.04 | \$3.18 |

Group C - consists of all part-time bargaining unit members who are not members of Group B. Members of Group C shall be eligible to purchase at group rates such employee benefits as they desire.

II. Benefits

A. Medical Coverage

Effective with the 2009-2010 school year, the Employer agrees to provide the following health care plan to eligible employees per the requirements set forth above:

Blue Cross/Blue Shield C1F1O2 including Prescription Select 10/20/35 for Employee and eligible dependents with an annual Employee premium contribution of \$65 for single coverage; \$130 for husband and wife or Employee with child or Employee with children;

\$260 for family in the first two years of the contract. In the remaining years of the contract, the annual Employee contribution will increase to \$100 for single; \$175 for husband and wife or Employee with child or Employee with children; and \$300 for family.

Employer will also allow Employees to purchase PC5 including 10/20/35 prescription selection at his/her own expense. Such expense to be determined by taking the net annual difference between PC5 and C1F1O2. All Employee contributions in this section (above) still apply.

For the purpose of dependent health care coverage, "eligible dependents" shall mean as follows:

- a. An Employee's spouse under a legally valid existing marriage. During the term of this Agreement, if domestic partnership is recognized by the Commonwealth of Pennsylvania, the Employer will recognize domestic partnership for the purpose of defining eligible dependents.
- b. An Employee's unmarried child who is continuously financially supported by the Employee, or whose coverage is the responsibility of the Employee under the terms of a release or court order (including any stepchild or legally adopted child or child pending formal adoption) under age 19. If an unmarried child age 19 is a full-time student in an accredited school, college or university, he/she is dependent until he/she reaches age 23;
- c. An Employee's unmarried child 19 or older who, as determined by the Plan, is incapable of self-support due to physical or mental incapacitation; and
- d. As defined by the Internal Revenue Service (IRS) guidelines (subject to underwriting approval).

The Employer agrees to provide all Employees a current health benefits program booklet describing the specifics of the medical insurance program as soon as the booklet is received from the carrier in printed form.

The Employer shall have the right to change the carrier to be used from time to time.

B. Health Maintenance Organization

Each Employee shall have the right, as an alternative to participation in the Medical Insurance Plan described in Section 3.01, to elect to participate in a Health Maintenance Plan. The Employer agrees to provide and pay during the term of this Agreement the premiums toward such a plan. The premium cost to the Employer shall not exceed the cost of coverage of the Medical Insurance Plan described in Section 3.01.

The Employer agrees to provide all Employees a current health benefits program booklet describing the specifics of the Health Maintenance Organization program and other medical plans as soon as the booklet or addendum is received from the carrier in printed form.

C. Dental Care Program

The Employer agrees to contribute on behalf of eligible members of the bargaining unit toward a Dental Care Program. The program shall provide for a deductible of \$25 per person (\$75 per family - maximum), with diagnostic and preventive services exempt. The program will include coverage at 75% of the UCR (Usual, Customary and Reasonable) for Prosthetics, Crowns, Inlays, Onlays, and Periodontics to a maximum of \$2,500.00. The Employer agrees to provide and pay an orthodontic rider which provides coverage for eligible dependents to age 19. Payment for the benefit will be made at 75% of UCR rates with a lifetime non-renewable maximum of \$2,000.

The Employer shall have the absolute right to select the carrier to be used from time to time.

D. Vision Care Program

The Employer shall provide and pay the premium for vision care equal to or better than the Blue Cross Davis Vision Plan for eligible Employees and eligible dependents during the terms of the Agreement. The Employer shall have the right to select the carrier from time to time. The Employer agrees to provide to the Membership a list of participating doctors.

The Employer agrees to provide all Employees a current health benefits booklet describing the specifics of Blue Cross Davis Vision coverage as soon as the booklet is received from the carrier in printed form.

E. Liability Insurance

Employer shall maintain comprehensive liability coverage (excluding automobiles) indemnifying and defending employee from civil liability in the event of injury to a third person which occurs while that employee is acting within the scope of his or her employment.

Additionally, the Employer shall maintain comprehensive automobile liability insurance coverage indemnifying and defending an employee from civil liability in the event of an automobile accident which occurs while that employee is engaged in the scope of his or her employment, so long as such employee has a valid driver's license and is insurable. If the employee either has his or her driver's license taken away by the Commonwealth or is declared uninsurable by the Employer's insurance carrier, which action adversely affects that employee's ability to perform his or her assigned job with Employer, then that employee shall be subject to discharge.

F. Group Term Life Insurance

The Employer agrees to provide eligible members of the bargaining unit a group term life insurance program. The minimum amount of insurance is one (1) time the employee's normal base salary rounded up to the next thousand (\$1,000) dollars.

G. Salary Continuance Program (Disability)

The Employer agrees to provide eligible members of the bargaining unit a salary continuance program in the event of employee disability beginning on the 61st calendar day of absence for reasons associated with non-work related illness or injury. Maximum coverage for this insurance shall not exceed the lesser of 60% of wage or \$2500 per month.

III. Duplicate Coverage

(a) Employees who have spouses with comparable coverage (including, medical, surgical, major medical, prescription, dental, and vision care programs) with other employers shall have the opportunity to drop said coverage with Employer and, in consideration thereof, shall receive at least \$2,000.00 per year for each year of this contract during all of which employee does not have coverage through Employer.

(b) If both spouses in the family are employed by the district, only one spouse shall be eligible to coverage in the group of the person with the greatest benefits. The other person shall receive at least \$2,000.00 per year for each year of this contract during which this section applies.

(c) The annual enrollment shall commence with the start of the fiscal year, July 1. Employees must make their insurance choice annually, prior to this date. In the event an Employee who has "opted out" experiences a change in family status or an emergency, the Employer will require a request in writing for reinstatement to the District Plan, and the Employee will be reinstated (subject to underwriting approval) forfeiting withdrawal bonus monies for that fiscal year on a pro rata basis.

APPENDIX C

GRIEVANCE PROCEDURE

The parties to this agreement agree that an orderly and expeditious resolution of alleged grievances arising out of the interpretation of the terms of this agreement shall provide for a five (5) step process which is described in the following paragraphs.

Step I An employee, or employees, or union representative (hereinafter collectively grievant), initiating the procedure shall present the grievance, in writing and on a form provided by the Employer, to the building principal or other first-level supervisor within 15 school days after its occurrence.

The building principal or other first-level supervisor shall reply to the grievance within five school days after its initial presentation.

Step II If the action in Step I above fails to resolve the grievance to the satisfaction of the affected parties, it shall be referred within five school days to the Business Manager (or other designated person) and to the next level of the employee organization within the Employer. Within 10 school days following receipt of the grievance, Employer's reply shall be forwarded to the aggrieved party.

Step III If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, it shall be referred within five school days to the Superintendent or his designated representative and to the employee organization chief official within the Employer (i.e., President, or designate). Within 10 school days following receipt of the alleged grievance, Employer's reply shall be forwarded to the aggrieved party.

Step IV If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, it shall be referred within ten school days to the Board of School Directors for rendering a decision within 20 school days following receipt of the grievance.

Step V If the action in Step IV above fails to resolve the grievance to the satisfaction of the affected parties, and same meets the criteria of Section 903 of the Act, the Association (but not an individual Bargaining Unit member absent the Association's written concurrence) may demand binding arbitration as provided in Section 903 within twenty school (20) days following receipt of the Step IV decision..

If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of School Directors in Step IV shall be final.

With respect to Steps I and II, if requested by Employer or Grievant, an informal meeting shall be held between Grievant and his or her representative and the Employer's representative at the Step involved. Said meeting shall take place after the grievance has been filed or referred to the next step as the case may be, and before the Employer's reply is due pursuant to the procedures outlined above.

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

Between the Tredyffrin/Easttown School District and the Tredyffrin/Easttown Non-Instructional Group

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made by and between the Tredyffrin/Easttown School District (the "District") and the Tredyffrin/Easttown Non-Instructional Group ("TENIG"). The District and TENIG will be referred to collectively as "the Parties."

It is hereby agreed by and between the Parties to create a committee, comprised of members of the District's Board/Administration and members of TENIG (the "Labor-Management Committee") that will serve as a vehicle for the Parties to discuss issues and concerns relevant to the Parties..

The Parties further agree that the Labor-Management Committee will consist of two (2) permanent members from the District's Board/Administration and two (2) permanent members from TENIG. Others may be invited to participate at the election of the Committee.

The Parties further agree that the Labor-Management Committee will meet a minimum of two (2) times per calendar year, but may meet more frequently, if such a meeting is approved by a majority of the entire Labor-Management Committee.

The Parties further agree that the creation of the Labor-Management Committee does not impose any additional obligations upon either party other than those articulated herein.

Finally, the Parties further agree that the terms of this MOU shall not alter or supplant the terms of any Collective Bargaining Agreement between the Parties.

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

Between the Tredyffrin/Easttown School District and the Tredyffrin/Easttown Non-Instructional Group

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made by and between the Tredyffrin/Easttown School District (the "District") and the Tredyffrin/Easttown Non-Instructional Group ("TENIG"). The District and TENIG will be referred to collectively as "the Parties."

Beyond continuing its current practice relative to outsourcing of bus runs upon the voluntary termination of bus drivers, the Board has made no decision and has no current plan to further outsource transportation services/bus runs, or to layoff current employees of the Transportation Department or other classifications within TENIG. However, if such a decision is made to further outsource transportation services/bus runs or other classifications within TENIG, TENIG's President will be notified 120 days in advance of the implementation thereof by means of a written notification of the layoffs or that the District intends to solicit bids for outsourcing.

The Parties agree that, to the extent that the District hires and/or utilizes outside Contractor(s) in the future to perform work currently performed by TENIG members to the extent that the use of Contractor(s) results in a significant loss in hours (which is at least 50% of the employee's current hours per week) or in termination of TENIG members, the District will utilize its best efforts, to the extent practicable, to encourage the Contractor(s) to hire such affected TENIG employees who are qualified to perform the Contractor(s)' District-related work.

In addition, the District will seek to offer each affected employee placement in an available job which the District intends to fill within the TENIG bargaining unit, provided that the affected employee is qualified and able to perform the duties of that job. If there is no available job, or if the affected employee will be laid off, but will be granted preference to be re-hired for future available jobs within the TENIG bargaining unit that the affected employee is qualified and able to perform. This preference will expire one year after the date the employee was laid off from the District, or upon refusal of the District's offer to rehire, whichever occurs first.

The Parties further agree that the above-stated commitment to utilize best efforts does not impose any additional obligations upon either Party other than those articulated herein and, significantly, it does not abridge the District's right to hire Contractor(s).

Finally, it is agreed that this MOU shall not alter the terms of any Collective Bargaining Agreement between the Parties.